State of Illinois BOX 238 LOAN #5669

Mortgage

FRA Case No.

#131:4222250-503

2048/6 07

FEBRUARY 14TH This Indenture, Made this 19.86, beiween day of ROBERT E. SCHAACK MARRIED TO MARGARET SCHAACK AND PAUL SCHOENING MARRIED TO KATHERINE C. SCHOENING . Mortgagor, and JAMES F. MESSINGER & CO., INC.

a corporation organized and existing under the laws of Mortgagee.

ILLINOIS

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FORTY ONE THOUSAND FIVE HUNDRED AND NO/100-----

(\$ 41,500.00---> **Dollars** payable with interest at the rate of ELEVEN 11 %) per annum on the unpaid balance until paid, and made per centum (payable to the order of the blortgagee at its office in OAK LAWN, ILLINOIS. or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of THREE HUNDRED NINETY FIVE AND 21/100----- Dollars (\$ 395, 21----) 19 86, and a like sum of the first day of each and every month thereafter until the note is fully on the first day of APRIL paid, except that the final payment of biacipal and interest, if not sooner paid, shall be due and payable on the first day of MARCH

Now, therefore, the said Mortgagor, for the better security of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, soe by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 45 IN BLOCK 2 IN PHARE AND SACKETT'S SUBPRVISION OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLING/S.

PERMANENT TAX NUMBER: 19-01-222-006 4213 SOUTH CAMPBELL CHICAGO, ILLINOIS 60632

THIS PROPERTY DOES NOT CONSTITUTE HOMESTEAD PROPERTY FOR THE SPOUSES OF ROBERT E. SCHAACK AND PAUL SCHOENING

THIS DOCUMENT WAS PREPARED BY: KAREN A. STANISLAVSKI JAMES F. MESSINGER & CO., INC. 10939 SOUTH CICERO AVENUE OAK LAWN, ILLIMOIS 60453

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the revits, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said fand, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue

of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

This form is used in gannection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

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All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain or acquired for a public use, the damages, proceeds, and the co. sideration for such acquisition, to the extent of the full amount of irochtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgage and shall be paid forthwith to the Mortgage to be applied by it on account of the indebtedness secured hereby, whether due or not

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within NINETY (90) days from the date hereof) written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the NINETY (90) days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose. the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And In case of foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

And there shall be included in any decree foreclosing this mortgige and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits,
advertising sale, and conveyance, including attorneys', solicitors',
and stenegraphers' fees, outlays for documentary evidence and
cost of said thereat and examination of title; (2) all the moneys
advanced by the 'ton'gagee, if any, for the purpose authorized in
the mortgage with interest on such advances at the rate set forth
in the note secured hereby, from the time such advances are
made; (3) all the accruea interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any,
shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within this ty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for paymen of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

the order set forth: payment to be aplied by the Mortgages to the following items in standen algressge seis beg, padgeget bebbe od linds ydespet bessess signis a mi dimont nose vogagnobil ach yd biag od linds toesedt

charge (in ileu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly (I) premium charges under the contract of insurance with the

(II) ground rents, if any, taxes, special assessments, fire, and

other hazard insurance premiums;

(IV) amortization of the principal of the said note; and

(V) late charges.

not to exceed four cents (4') for each dollar (\$1) for each payunder this mortgage. The Mortgages may collect a "late charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deliciency in the amount of any such aggregate monthly

the case may be, such excess, if the loan is current, at the option ground rents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgagee for subsection (b) of the preceding paragraph shall exceed the if the total of the payments made by the Mortgagor under expense involved in handling delinquent payments. ment more than fifteen (13) days in acrears, to cover the extra

insurance premiums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on at before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Mortgagor. If, of the Mortgagor, shall be oredited on subsequent payments to be

tion (a) of the preseding paragraph which the Mortgagee has not the Mortgagor all payments made under the provisions of subsecputing the emount of such indebtedness, credit to the account of debtechies, represented thereby, the Mortgagee shall, in comof the pole secured hereby, full payment of the entire inshell tender to the Mortgages, in accordance with the provisions

default, the Mortgages shall apply, at the time of the commence-ment of such proceedings or at the time the property is otherwise hereby, or if the Mortgages acquire the property otherwise after botovoo essiming and to slat oildu La in anitinest segretom eith to paragraph. If there shall be a default under any of the provisions cumulated under the provisions of subsection (b) of the preceding Development, and any balance remaining in the funds acbecome obligated to the Secretary of Housing and Urban

been made under subsection (a) of the preceding peragraph. note and shall properly adjust any payments which shall have against the amount of principal then remaining under said under subsection (b) of the preceding pare staph as a credit acquired, the balance then remaining to the funds accumulated

become due for the use of the premises hereinsbove described. the rents, issues, and profits now due or which may hereafter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebtedness

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the blortgagee against loss by fire and erected on the mortgaged property, insured as may be required That he will keep the improvements now existing or hereafter.

> paid by the Mortgagor. proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion said premises in good repair, the Mostgages may pay such taxes, than that for taxes or assessments on said premises, or to keep In case of the relusat or neglect of the Mortagan to make such payments, or to salisfy any prior lies or incumbrance other

> premises or any part there if to satisfy the same. ment, or lien so conterned the sale or forfeiture of the said which shall operate to prevent the collection of the tax, assesslegal proceedings orow ht in a court of competent jurisdiction, faith, contest the 29 ne or the validity thereof by appropriate notes aituated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

(ollows: And the said Mortgagor further covenants and agrees as

on any installment due date. That privilege is reserved to pay the debt in whole, or in part,

That day of each month until the said note is fully paid. secured hereby, the Mortgagor will pay to the Mortga ev, on the of principal and interest payable under the terms of the note That, together with, and in addition to, the monthly payments

charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured bereby are insured, or a monthly funds to pay the next mortgage insurance premium if this instru-(a) An amount sufficient to provide the holder hereof with following sums:

by the Secretary of Housing and Urban Development, as follows;

-utitati sini bas şisb neve lo ston bise se gnol os bas II (II) Act, as emended, and applicable Regulations thereunder; or gnisuoH lanohaMadt ot trausury trampleved madil bas gai holder with funds to pay such premium to the Secretary of Housaud mortgage insurance premium, in order to provide such hands of the holder one (i) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the ment are insured or are reinsured under the provisions of the Ma--unitani sini bas stab asve lo ston bias ea gaol or bas 1] (1)

balance due on the note computed without taking into account (1/13) of one-half (1/2) per centum of the average outstanding premium) which that he in an amount equal to one-twelfth ment, a monthly charge (in then of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-

delinquencies or prepayments;

thecas interesting Morigages in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to clapse before one erty (all as ceilmaist by the Mortgages) less all sums already paid erty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus

of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between
ROBERT E. SCHAACK MARRIED TO MARGARET SCHAACK AND PAUL SCHOENING MARRIED TO KATHERINE
C. SCHOENING MORTGAGOR, AND, JAMES F. MESSINGER & CO., INC.

MORTGAGEE, DATED FEBRUARY 14, 1986 revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premurms that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:
 - (I) ground rents, if any, twes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extre expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under sposection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or i surance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Nortgagee

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shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

> This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

Dated as of the date of the mortgage referred to herein.

TODERN OF COOK COUNTY CLERK'S OFFICE