

THIS INSTRUMENT PREPARED BY
NORTHERN CONTINENT CAPITAL FUNDS, LTD.
175 West Jackson Blvd - Suite 1023
Chicago, Illinois 60604



(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 14
1986. The mortgagor is ROBERT D. SCHMIDT and SUSAN M. SCHMIDT, as husband and wife
("Borrower"). The Security Instrument is given to
NORTHERN CONTINENT CAPITAL FUNDS, LTD., which is organized and existing
under the laws of ILLINOIS, and whose address is
175 West Jackson Blvd., Suite 1023, Chicago, Illinois 60604 ("Lender")
Borrower owes Lender the principal sum of Fifty-nine thousand four hundred and No/100th
Dollars (\$ 5 9,400.00--) This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on May 1, 2016. The Security Instrument
secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in Cook County, Illinois:

Unit 821-39 together with its undivided percentage interest in the common
elements in Courtland Condominium as delineated and defined in the
Declaration recorded as Document No. 25987008, in the Northwest 1/4 of
Section 7; Township 39 North, Range 13, East of the Third Principal
Meridian, in Cook County, Illinois.

TAX NUMBER: 16-07-129-034-1049, Bal. 141 ^{ps}

which has the address of 821 Lake Street, #1-39, Oak Park
(Block) (City)
Illinois 60301 ("Property Address")
(Zip Code)

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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17. Lender shall pay the premiums required to maintain the insurance in effect until such time as the requirement in the mortgage terminates in accordance with Paragraph 1 and Lender's written agreement or applicable law.

18. Inspection. Lender or its agent may make reasonable inquiries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection regarding any cause for the inspection.

19. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for condemnation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the amount secured by this Security Instrument, whether or not then due, with any amount paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction (a) the total amount of the amount secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the commitment refers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to satisfaction or repair of the Property or to the same as provided by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

10. Borrower's (or Borrower's) Obligations. Borrower shall be bound by the terms of the Security Instrument granted by Lender to any successor in interest of Borrower or of the estate of the original Borrower or Borrower's successor in interest.

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment of or otherwise modify or accelerate of the amount secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any intervention in interest by Lender in exercising any right or remedy shall not be a waiver of or protection of the exercise of any right or remedy.

11. Successors and Assigns. Lender, Lender's assigns, and assigns shall be bound by the terms of this Security Instrument and the covenants and agreements of this Security Instrument shall bind and extend to the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) is co-signing this Security Instrument only to mortgage, grant and convey the amount secured by this Security Instrument under the terms of this Security Instrument, (b) is not personally obligated to pay the amount secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, foreclose or make any assignments without any payment charge under the Note.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is made, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment of a statute or regulation of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may include any remedies permitted by Paragraph 19. If Lender elects this option, Lender shall take the steps specified in the second paragraph of Paragraph 19.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the address set forth in the Security Instrument designated by notice to Lender. Any notice to Lender shall be given by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address designated by notice to Lender. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower on 10 days after the date of mailing.

15. Governing Law. This Security Instrument shall be governed by the law of the State of California, and the law of the State of California shall apply to the interpretation of the Security Instrument. This Security Instrument is made in full of all sums secured by this Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the sums due prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 3 days (or such other period as applicable law may specify) for reinstatement of the full amount of the Property pursuant to any power of sale contained in the Security Instrument, or (b) entry of a judgment or order of foreclosure. Those conditions are that Borrower (a) pays Lender all sums which they would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon satisfaction by Borrower of the above conditions, the right to have enforcement of this Security Instrument discontinued shall be deemed to have been exercised on the date of the recording of the Security Instrument.

17. Transfer of the Property or a Beneficial Interest in the Property to Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Property is sold or transferred) to a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by order of a court of competent jurisdiction. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay the sums due prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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20. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 3 days (or such other period as applicable law may specify) for reinstatement of the full amount of the Property pursuant to any power of sale contained in the Security Instrument, or (b) entry of a judgment or order of foreclosure. Those conditions are that Borrower (a) pays Lender all sums which they would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's right in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon satisfaction by Borrower of the above conditions, the right to have enforcement of this Security Instrument discontinued shall be deemed to have been exercised on the date of the recording of the Security Instrument.

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NON-UNIFORM COMMERCIAL CODE AND LENDER FOR THE STATE OF ILLINOIS

18. Acceleration. If the Borrower shall give notice to Lender of acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums covered by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-occurrence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums covered by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

19. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any restoration costs.

21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check one or more boxes.)

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Robert B. Schmidt (Seal)
 Robert B. Schmidt
Susan M. Schmidt (Seal)
 Susan M. Schmidt

(Please Sign This Line for Acknowledgment)

STATE OF ILLINOIS, COUNTY OF DePue, ILL.
 I, John Anderson, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE
 AFORESAID, DO HEREBY CERTIFY THAT
Robert B. Schmidt and Susan M. Schmidt, as husband and wife

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 14th DAY OF May, 1986.

John Anderson
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 6-30-87

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 14th day of May, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Northern Continental Capital Funds, Ltd. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 821 Lake Street, #1-B, Oak Park, Illinois 60301 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as THE OAKS AT LAKE (Name of Condominium Project)

(the "Condominium Project") If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project, (ii) by laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

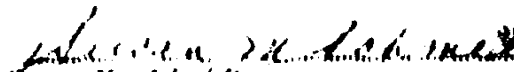
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider


Robert B. Schmidt


Herman M. Schmidt

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