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COOK COUNTY, ILLINOIS  
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This Document Prepared By:  
Michael A. Garcia, Asst. Vice Pres.  
First National Bank Mt. Prospect  
One First Bank Plaza  
Mount Prospect, IL 60056

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 2, 1987. The mortgagor is Horst A. Fiedler and Edith E. Fiedler, his wife, joint tenants ("Borrower"). This Security Instrument is given to First National Bank of Mt. Prospect, a national banking association, which is organized and existing under the laws of the United States, and whose address is One First Bank Plaza, Mount Prospect, Illinois 60056 ("Lender"). Borrower owes Lender the principal sum of Thirty Five Thousand Dollars and 00/100 Dollars (U.S. \$ 35,000.00). 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 August 1, 1992. This 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 247-D AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL) OF THE SOUTH EAST  $\frac{1}{4}$  OF THE NORTH WEST  $\frac{1}{4}$  OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM FOR QUINCY PARK CONDOMINIUM NUMBER 3 MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1971 AND KNOWN AS TRUST NUMBER 24678 RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT 21840377, TOGETHER WITH AN UNDIVIDED .26721 PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

P.I.N. 03-24-102-009-1368 W

which has the address of 1576 Cove Drive, Prospect Heights,  
(Street) (City)  
Illinois 60070 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected 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 seised 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 combines 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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Notary Public

68-6-01  
532:dx 3

Given under my hand and official seal this 2<sup>nd</sup> day of July, 1981.

use to be the same persons whose names 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 a free and voluntary act, for the uses and purposes therein set forth.

I, Carol Lynn Starzyk, a Notary Public in and for said County, in the State of Colorado,  
DO HEREBY CERTIFY THAT HOST A. AND EDITH E. FRIEDER, HIS WIFE, personally known to

*State of Illinois* *Box 333 - CC*  
*County of Cook*

Mr. Prospect, Illinois 60056

MAIL TO: First National Bank of Mt. Prospect  
999 N. Elmhurst Road

THIS LOAN IS PAYABLE IN FULL AT THE END OF 5 YEARS. AT MATURITY YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDERR NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

[Space Below This Line For Acknowledgment]

—Borrower  
.....(Seal)

—Borrower  
.....(Seal)

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

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|---|---|
| <p>19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's failure to pay amounts due under this Security Instrument or any other instrument or agreement between the parties.</p> <p>20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and in any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judiciable receiver) shall be entitled of record of real property under paragraph 19 or abandonment of the property and in any time subsequent to the date specified in the notice of sale, to reasonable attorney fees and costs of title insurance.</p> <p>21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead except in the event of his/her death.</p> <p>23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-owners and beneficiaries of each such rider shall be incorporated into and shall amend and supplement the co-owners and beneficiaries of this Security Instrument as if the rider(s) were a part of this Security Instrument.</p> | <p><input type="checkbox"/> Other(s) [Specify] _____</p> <p><input type="checkbox"/> Graduate Rider <input type="checkbox"/> Payment Rider <input type="checkbox"/> Planned Unit Development Rider</p> <p><input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 2-4 Family Rider</p> <p><input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Graduate Rider <input type="checkbox"/> Planned Unit Development Rider</p> <p><input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Graduate Rider <input type="checkbox"/> Planned Unit Development Rider</p> |
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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. 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 conveyance 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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums 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 condemnor offers 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 restoration or repair of the Property or to the sums secured 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 Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit 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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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 limits, then: (a) any such loan charge 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 permitted limits 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 reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration 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 invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the acts specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not 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 federal law as of the date of this Security Instrument.

If Lender exercises this option, 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** 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) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then 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 rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower  
Security Instruments disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this  
Any amounts disbursed by Lender under this Paragraph 7, Lender does not have to do so.

Lender may take action under this Paragraph 7, Lender does not have to do so.  
Lender's application in court, paying reasonable attorney fees and entitling on the Property to make repairs.  
Instrument, including any include paying any sums secured by a lien which has priority over this Security  
in the Property. Lender's actions may necessary to protect the value of the Property and Lender's rights  
regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's laws or  
Lender's rights in the Security Instrument, or there is a legal proceeding that may significantly affect  
covenants and agreements contained in this Security Instrument, or to enforce a leasehold and  
7. Protection of Lenders' Rights in the Property: Mortgagor fails to perform the  
lease shall not merge unless Lender agrees to the merger in writing.  
Borrower shall pay to the Property prior to the acquisition of the lease, and if Borrower acquires fee title to the Property, the leasehold and  
change the Property, allow Borrower to determine of commitment waste. If this Security Instrument is on a leasehold,  
unless Lender or otherwise agrees in writing, any application of proceeds to principal shall extend or  
from damage to the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting  
under Paragraph 19 the change in the monthly payments referred to in Paragraphs 1 and 2 or change in the amount of the payments,  
postpone the due date of the due date of the monthly payments referred to in Paragraphs 1 and 2 or change in the amount of the payments  
unless the notice is given.

unless Lender and Borrower otherwise agree in writing, insurance proceeds to principal shall be applied to restoration or  
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair  
the sums secured by this Security Instrument, whether or not then due. The 30 day period will begin  
the Property or to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore  
Offered to abandon the Property, or does not answer within 30 days a notice from Lender, set aside the insurance carrier. If  
Borrower abandons the Property, or does not then due, within 30 days, excess paid to Borrower, if  
applied to the sums secured by this Security Instrument, whether or not lessened, the insurance proceeds shall be  
restoration or repair is not economically feasible or Lender's security is lessened. If the Property damage, if the restoration or repair is not lessened.  
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair  
carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.  
All insurance policies and renewals shall be acceptable to Lender and renewals. In the event of loss, Borrower shall give to Lender  
Lender shall have the right to hold the policies and renewals. If Lender agrees, Borrower shall promptly give to Lender  
All receipts of paid premiums and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

All insurance policies and renewals shall be chosen by Borrower, subject to Lender's approval which not be  
insured against losses by fire, hazards included within the term "extra-hazard coverage" and any other hazards for which Lender  
requires insurance. This insurance shall be maintained in the periods that Lender requires. The  
insured against losses by fire, hazards included within the term "extra-hazard coverage" and any other hazards for which Lender  
5. Hazard Insurance. Borrower shall keep the type of coverage elected on the Property  
of the giving of notice.

Borrower shall satisfy the lien or within 10 days  
the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a  
agreement satisfies Lender in the event of the lien or foreclosure of a part of the Property; or (c) secures from the holder of the lien an  
fallow the lien by, or demands against control of the lien in, legal proceedings which in the Lender's opinion operate to  
agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (b) consents in good  
Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a)  
receipts evidencing the payment.

to be paid under this Paragraph, if Borrower shall prompt payment to Lender in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender  
Property which may attain priority over this Security Instrument, and Lender shall prompt payment to the  
any Funds held by Lender shall be paid directly to the Note, to late charges due under the Note; second, to prepayment charges due under the  
Note; third, to amounts paid by Lender, to interest due; and last, to principal due.

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impossible to the  
amounts held by Lender shall be paid by Lender, together with the future monthly payments prior to the  
date of the Funds held by Lender to the sale of the Note, to pay the accrued items when due, the excess shall be  
upon payment in full of all sums secured by this Security Instrument, Lender shall prompt to Borrower  
any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, no later  
than immediately after the sale of the Note, to pay the accrued items when due, Borrower shall pay to Lender any  
amount necessary to make up the deficiency in one of more payments as required by Lender.

If the amount of the Funds held by Lender is not sufficient to pay the accrued items when due, Borrower shall pay to Lender any  
amount necessary to escrow items, shall exceed the amount required to Borrower or credited to Borrower on monthly payments of Funds, if the  
at Borrower's option, either prompt to Borrower or to pay the escrow items when due, the excess shall be  
the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be  
the due amounts of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the  
this Security Instrument.

The Funds held by Lender each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by  
purpose to Borrower, without charge. An annual accounting of the Funds showing credits and debits to the Funds and the  
shall give to Borrower, Lender shall not be required to pay Borrower any interest or amounts on the Funds. Lender  
requires interest to be paid on the Funds unless an agreement is made or applicable law  
Lender may agree in writing that interest shall be paid on the Funds unless an agreement is made or applicable law  
Lender pays Borrower interest on the Funds and applying the Funds, Lender to make such a charge. Borrower shall  
Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless  
state agency (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items.  
The Funds shall be held in an institution the deposits or accounts of which are issued by a federal or  
basis of current debit and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay  
the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.  
1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due  
to Lender on the day monthly payments of grounds, unless Lender is such an institution, Lender, Borrower shall pay  
one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; and (b) yearly  
mortgage payments of grounds, if any. These items are called "escrow items." Lender may estimate the Funds due on the  
one-twelfth of the day monthly payments of grounds, until the Note is paid in full, a sum ("Funds") equal to  
to Lender on the day monthly payments of grounds, unless Lender is such an institution, Lender, Borrower shall pay  
the principal of and interest on the debt evidenced by the Note and any prepayment due under the Note.