

UNOFFICIAL COPY

LOAN NO. 02720506

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JUL 14 PM 1:17

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Mail to:

BELL FEDERAL SAVINGS AND
LOAN ASSOC.
CORNER MONROE & CLARK
CHICAGO, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN NO. *02720506*

[Space Above This Line For Recording Data]

\$18.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 16, 1987. The mortgagor is JOHN J. SCHMIDT AND PATRICIA A. SCHMIDT, HIS WIFE ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is Monroe & Clark Street, - Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of TWENTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$25,000.00). 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 07-01-2017. 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:

LOT 226 IN IVY HILL SUBDIVISION UNIT 3 BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF ARLINGTON HEIGHTS WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS.

THIS IS A JUNIOR MORTGAGE

87387968

PERMANENT TAX I.D. NUMBER

ACO WM
03-17-207-005-0000

/ which has the address of 703 APPLETREE, ARLINGTON HEIGHTS, ILLINOIS
[Street] (City)

Illinois 60004 ("Property Address");
(Zip Code)

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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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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 requesting payment.

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Borrower, however, this Security Instrument shall not apply in the case of acceleration under paragraphs 13 or 17. Moreover, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred to pay the sum secured by this Security Instrument unless payment in full is made to Lender to assure that the sum secured by this Security Instrument shall continue unchanged. Upon such acceleration by Lender, the sum secured hereby shall be applied to the sum due under the instrument in accordance with the priorities set forth herein. If the sum due under this Security Instrument is less than the amount due under this instrument, or if the sum due under this instrument is more than the amount due under this instrument, the sum due under this instrument shall be paid to Lender first, and the sum due under this instrument shall be paid to Borrower second.

(a) Lender shall have the right to require payment in full of this Note prior to any time prior to the date specified in this Note or to require payment in full of this Note prior to the date specified in this Note. (b) Lender may require payment in full of this Note prior to the date specified in this Note if the sum due under this instrument is less than the amount due under this instrument.

(c) Lender may require payment in full of this Note prior to the date specified in this Note if Lender has received notice from the Borrower that the Borrower is in default or in violation of any term of any agreement or instrument to which the Borrower is a party, or if the Borrower has violated any provision of any agreement or instrument to which the Borrower is a party.

(d) Lender may require payment in full of this Note prior to the date specified in this Note if Lender has received notice from the Borrower that the Borrower is in default or in violation of any term of any agreement or instrument to which the Borrower is a party, or if the Borrower has violated any provision of any agreement or instrument to which the Borrower is a party.

15. Transfer of this Note. Lender may transfer this Note at any time prior to the date specified in this Note. The Note may be transferred without notice to the Borrower. Lender may transfer this Note to a third party as of the date of this Note.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument, which can be given effect in the county where the Property is located. In the event that any provision of this Security Instrument or of the Note is declared to be severable,

17. Transfer of a Beneficial Interest. If all or any part of the Property or any part of this Security Instrument or of the Note are transferred to Lender by a Beneficiary Interests in Borrower, Lender may transfer such interest to Lender or to any other addressee or to another addressee by notice to Lender. Any notice given by Borrower to Lender or to any other addressee concerning any provision of this Note or of this Security Instrument, which can be given effect in the county where the Property is located, shall affect all other provisions of this Note.

18. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state or by the law of this state.

19. Notices. Any notice to Borrower provided for in this Security Instrument, it shall be given by delivery or by mailing to the first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower at his address specified in the Note or to Lender at his address specified in the Note or by delivery of a copy of this Note to Lender at his address stated herein or by any other addressee.

20. Waiver of Jury Trial; Arbitration. If a note is given by making a direct payment to Borrower, Lender shall be relieved of any provision of this Note that waives the right to a trial by jury.

21. Successors and Assigns. The covenants and agreements of Lender and Borrower shall bind him and his successors and assigns of Lender and Borrower to this Security Instrument.

22. 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 it is contrary to this Security Instrument, it shall be collected in amounts not exceeding the maximum loan charges permitted by such law.

23. Lender may waive any accommodation in this Note, regardless to the terms of this Security Instrument or the Note without notice to Borrower. Lender may waive to make this Security Instrument or the Note inoperative to reduce the amount collectible by reducing the principal owed under the Note or by reducing the charge to the permitted limit; but, (b) any sums secured by this Security Instrument shall be reduced by reducing the principal of Borrower's indebtedness to Lender, and (c) any other addressee may waive to make this Security Instrument or the Note inoperative to reduce the amount collectible by reducing the principal of Borrower's indebtedness to Lender or to another addressee.

24. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to reduce the amount collectible by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower.

25. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower.

26. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower.

27. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower.

28. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower.

29. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower.

30. Lender may waive the right to receive notice of collection proceedings against him by Lender to any extent made necessary to collect on this Note or by making a direct payment to Borrower.

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Loan No. 02720506

EQUITY LOAN MORTGAGE RIDER

(Adjustable Rate and Payment)
(Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 16th day of JUNE.

1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

703 APPLETREE, ARLINGTON HEIGHTS, IL 60004

PROPERTY ADDRESS

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

A. INTEREST RATE, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.a., 3, and 4. of the Equity Note provides for changes in the interest rate and the monthly payments and for billing notices, as follows:

2. INTEREST

a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on 08-01-1987 and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

i) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the Index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. There is no maximum limit on changes in the interest rate.

3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning on the first of the month following the first advance under the Note. The monthly payment shall be sufficient to repay in full the principal of my loan in substantially equal payments by the maturity date at the interest rate effective for the billing cycle immediately prior to the payment. The interest rate on this Note may change from time to time. An increase in interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

Revolving Line Of Credit — 5/85
Equity Loan Mortgage Rider (BFS&L)
1983

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BOOK 112

CITY OF NEW YORK, STATE OF NEW YORK
CLERK'S OFFICE, COUNTY OF NEW YORK
LAW DIVISION, DEPARTMENT OF RECORDS
SEARCHED, SERIALIZED, INDEXED AND FILED

PATRICIA A. SCHMIDT

(SEAL)

JOHN J. SCHMIDT

(SEAL)

31. LIEN OF MORTGAGE. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Equity Loan Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

32. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Equity Loan Mortgage by and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

33. ASSUMPTION. Notwithstanding anything to the contrary, if all or any part of the principal of Credit Pursuant to this Paragraph is sold or transferred (or if a beneficiary interest in Borrower is sold or transferred and Borrower is not a natural person) the Line of Credit will be terminated. Term limitation of the Line of Credit Pursuant to this Paragraph will not affect or negate any of Lender's other rights and remedies under Paragraph 17 of the Mortgage.

34. DEFAULT. In the event of any default under the Mortgage, the Equity Loan Note, Lender will notify Borrower in writing, pursuant to Paragraphs 13, 17 and 19 of the Mortgage, of acceleration of this Note. Upon the giving of notice of acceleration, no future advances under the Line of Credit will be permitted. If Borrower cures the default to Lender's satisfaction, future advances under the Line of Credit may be made.

35. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

36. RELEASE OF TAX AND INSURANCE ESCROWS. This mortgage provides for payments to be made for tax and insurance escrows. As long as the mortgage referred to in Paragraph 26 is outstanding and all taxes and all premiums are paid the escrow premium in this mortgage will not be enforced. However, should said insurance be repeated, the Borrower will begin making escrow payments in accordance with this mortgage.

37. DEFEASURE. Notwithstanding anything to the contrary, if the principal amount of the escrow held by Lender under Paragraph 19, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of Paragraph 17.

38. RECORDING. The Borrower may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedy available to it if they agree that when and if they permit said note or mortgage to become due under any of their terms, Lender specifies that they agree that when and if they permit said note or mortgage to become due under any of their terms, Lender may require immediate payment in full of all sums secured by this Security Instrument and shall be released upon cancellation of the security instrument to the Lender of the indebtedness secured hereby.

39. PRIOR MORTGAGE. The Borrowers affirm that they are the obligors under a note secured by a mortgage, in the amount of \$25,000.00, dated JUNE 17, 1969, in Cook County, Illinois, as Document No. 20900134, and recorded in the Recorder's Office of Cook County, Illinois, on June 17, 1969.

40. ADDITIONAL INSURANCE. In the event that any, either or all of the undesignated Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the undesignated Borrowers hereby agreed, the Borrowers agree to pay or provide for the payment of premiums on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, such insurance policies, and further agree that the Lender may advance any premium due and payable on premiums on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

41. BILLING NOTICES. Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding principal balance carried forward from the last billing date, the date and amount of additional advances(s) of principal or prepayments(s) since the last billing date, late charge date, new balance, available balance and any other items the Note holder may choose to disclose.

42. ADDITIONAL NON-UNIFORM COVENANTS. Pursuant to the terms hereof and the payment of its reasonable fee, the Lender of the security instrument to the Lender of the indebtedness secured hereby shall be released upon cancellation of the security instrument to the Lender of the indebtedness secured hereby as additional security for the undesignated Borrowers agreed, the Borrowers agree to pay or provide for the payment of premiums on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, as additional security for the undesignated Borrowers agreed, the Borrowers agree to pay or provide for the payment of premiums on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate, periodic rate, payment due, late charge date, new balance, end of the billing cycle, the annual prepayment rate, since the last billing date and the amount of interest added at the end of the billing cycle, the principal balance carried forward from the last billing date, the date and amount of additional advances(s) of principal or prepayments(s) since the last billing date, late charge date, new balance, available balance and any other items the Note holder may choose to disclose.

B. ADDITIONAL NON-UNIFORM COVENANTS