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This instrument was prepared by:

PAMELA S. ALMQUIST

(Name)

-88-443951

DCPT-01

\$14.25

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#5272 # D *-88-443951

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE is made this 22ND day of SEPTEMBER 1988 between the Mortgagor, MARTIN O. WIEGEL AND ELZA A. WIEGEL HIS WIFE (herein "Borrower"), and the Mortgagee, SHELTER MORTGAGE CORPORATION a corporation organized and existing under the laws of the State of Wisconsin whose address is 1375 East Schaumburg Road #220 Schaumburg, IL 60194 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 31300.30 which indebtedness is evidenced by Borrower's note dated SEPTEMBER 22, 1988 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on OCTOBER 01, 2003

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to provide the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT NO. 124 IN ELK GROVE ESTATES CUSTOM LOTS OF PARCEL "B" BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON DECEMBER 1, 1989 AS DOCUMENT NUMBER 21029437 IN COOK COUNTY, ILLINOIS.

(Such property having been purchased in whole or in part with the sums secured hereby.)

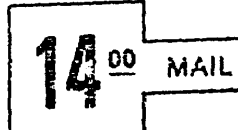
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which has the address of 690 WINSTON DRIVE ELK GROVE VILLAGE Illinois 60007 (herein "Property Address"); (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.



any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, in connection with the Property. The proceeds of any award or judgment for damages, direct or consequential, in connection with the Property...

8. Inspections. Lender may make or cause to be made reasonable inspections upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

9. Additional Disbursements of Borrower Secured by this Mortgage. Lender agrees to advance to Borrower, at the Note rate, such amounts as Borrower may request from time to time for the purpose of making the Property, or part thereof, or for conveyance in lieu of condemnation, in connection with the Property.

10. Insurance. Lender shall require Borrower to maintain in force and effect such insurance as Lender may determine to be necessary to protect Lender's interest in the Property, including insurance against fire, theft, and other risks, and to pay the premiums required to maintain such insurance in accordance with the terms of the policy.

11. Maintenance and Repair. Borrower shall maintain the Property in good repair and shall not permit any deterioration or impairment of the Property, or part thereof, or for conveyance in lieu of condemnation, in connection with the Property.

12. Easements and Encroachments. Borrower shall maintain the Property in accordance with the applicable laws and regulations, and shall not permit any encroachment or violation of any applicable laws or regulations.

13. Assignment and Subordination. Borrower shall not assign, transfer, or otherwise dispose of its interest in the Property, or part thereof, or for conveyance in lieu of condemnation, in connection with the Property, without the prior written consent of Lender.

14. Default. If Borrower fails to perform any of the obligations set forth in this mortgage, Lender may declare this mortgage to be in default and may take any action permitted by law to enforce the terms hereof.

15. Remedies. In the event of default, Lender may exercise any and all remedies available to it under applicable law, including the right to foreclose on the Property, and to sell the Property to satisfy the debt secured by this mortgage.

16. Waiver. Borrower hereby waives any and all rights it may have to assert that this mortgage is unconscionable or that the terms hereof are oppressive or otherwise unfair.

17. Entire Agreement. This mortgage, together with the Note, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all other agreements, understandings, or negotiations between the parties.

18. Governing Law. This mortgage shall be governed by the laws of the State of California, and the parties hereby agree to submit to the jurisdiction of the courts of the State of California.

19. Counterparts. This mortgage may be executed in counterparts, each of which shall be deemed to be an original copy of this mortgage, and all of which together shall be deemed to constitute one and the same agreement.

20. Acknowledgment. The undersigned hereby acknowledge that they have read the contents of this mortgage and understand the terms and conditions hereof, and they execute this mortgage voluntarily and without any duress, coercion, or undue influence.

21. Signatures. The signatures of the parties to this mortgage shall be deemed to be the signatures of the parties, and shall be binding on the parties.

22. Recording. This mortgage shall be recorded in the public records of the County of Los Angeles, California, and the parties hereby agree to execute any documents necessary to effect such recording.

23. Notices. All notices under this mortgage shall be in writing and shall be delivered to the party to whom such notice is directed at the address set forth in this mortgage.

24. Assignment of Proceeds. Borrower shall assign to Lender all proceeds from the sale, lease, or other disposition of the Property, or part thereof, or for conveyance in lieu of condemnation, in connection with the Property.

25. Waiver of Deficiency. In the event of foreclosure, Lender shall not be held liable for any deficiency judgment against Borrower, and Borrower shall waive any right to sue Lender for such deficiency.

26. Severability. If any provision of this mortgage is held to be unenforceable, the remaining provisions shall remain in full force and effect, and the parties hereby agree to execute any documents necessary to effect such severability.

27. Amendments. This mortgage may be amended or modified by a written instrument executed by the parties, and such amendments or modifications shall be deemed to be part of this mortgage.

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account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Martin O. Wiegel
MARTIN O. WIEGEL
Elza A. Wiegel
ELZA A. WIEGEL

STATE OF ILLINOIS, Cook County ss:

I, Janet Peters, a Notary Public in and for said county and state, do hereby certify that MARTIN O. WIEGEL AND ELZA A. WIEGEL, HIS 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 and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

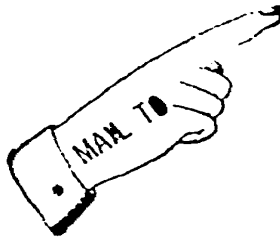
Given under my hand and official seal, this 22nd day of SEPTEMBER 1988

My Commission expires: Sep 23, 1991

OFFICIAL SEAL
JANET PETERS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 23, 1991

Janet Peters
Notary Public

RETURN TO: Shelter Mortgage Corporation
1375 East Schaumburg Road, #220
Schaumburg, IL 60194



(Space Below This Line Reserved for Lender and Recorder)

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