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Form 8014 Rev. 7/86 - Fidelity Family Financial Instrument
ILLINOIS-Single Family FINANCIAL INSTRUMENT (Address)

NBD-Skokie, Bank, N.A. (Name)

Limited warranties by surety selection to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

Borrower warrants and will defend generally the title to the property against all claims and demands, subject to any mortgageage, grant and convey the property is unencumbered, except for encumbrances of record.

Borrower, grant and convey the property is lawfully seized of the estate hereby conveyed and has the right to

SELLER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

the foregoing is referred to in this Security Instrument as the "Property".

Holder of a part of the property. All replacement and additions shall also be covered by this Security Instrument. All of

appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or

TOGETHER WITH all the improvements now or hereafter located on the property, and all easements, rights,

Illinois, 60056 (Zip Code) (Property Address); P.I.N. #03-25300-000431 (City)

which has the address of 1710 Indianola Avenue, Suite 100, Skokie, Illinois, \$16.00 (Amount Specified)

25-38687

87399136, in Cook County, Illinois

Meridian, according to the plat recorded July 20, 1987, as document

Quartermaster of Section 24 Township 44 North, Range 11 West of the Third Principal

Lot 13 in Forestwood, a subdivision of part of the west half of the Southwost

located in C.O.O.K., County, Illinois:

Note. For this purpose, Borrower does hereby acknowledge to lendee the following described property

Security Instruments and (e) the following under this Agreement to protect the security interest and

modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this

security to Lender; (a) the repayment of the debt evidenced by this Note, with interest, and all renewals and

paid arrear, due and payable on Friday, 1st, 2018, which provides for monthly payments, with the full debt, if not

paid in the sum of U.S. \$147,000.00, Dollars (\$147,000.00), this debt is evidenced by Borrower's note

Borrower owes Lender the principal sum of One Thousand, Six Hundred Sixty Seven Dollars (\$1,667.00),

of America, and whose address is 8001 Indianola Avenue, Skokie, Illinois 60077, ("Lender").

THIS MORTGAGE ("Security Instrument") is given on January 28th, 1988, to NBD SKOKIE BANK, N.A., National Banking Association, which is organized and existing under the laws of the United States

19, 1988, The mortgagor is, J. J. Skokie, Schrock, and Joanne, Schrock, wife,

return to Box 92, _____

MORTGAGE

Space Above This Line For Recording Data

COPIES COUNTED AND CHECKED

#2084 4 32 43 43 44-4 45-46 47

14444 TWIN CITY 6/25/87 15-600

REC-1-91 112-00

8804887

7 6 5 4 3 2 1

7-28-1987 - C Thomas

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to 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 secured 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-existence 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 secured 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 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.

21. 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 recordation costs.

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

23. 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 applicable box(es)]

- 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.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

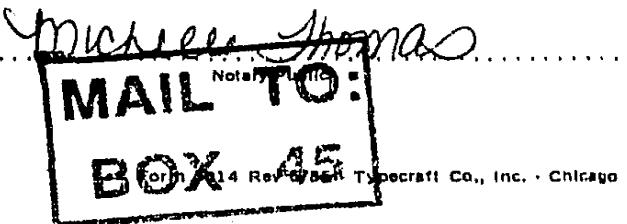
The Installment Note mentioned in the within
Mortgage has been identified herewith under
Identification No. 6168

NBD SKOKIE BANK, N.A.
BY: Harold H. Schroeter

Mortgagor
Assistant Vice President
STATE OF ILLINOIS, C.O.O.K. County ss:

I, the undersigned,, a Notary Public in and for said county and state,
do hereby certify that, Harold H. Schroeter, and Joanne Schroeter, 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 .. t.hey...
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 28 day of JANUARY, 1988.
My Commission expires:



[Space Below This Line Reserved For Lender and Recorder]

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12. **Lauan Chirurgies.** If the loan is secured by Lauan Security Instrument is subject to a law which sets maximum loan charges, and that law is fully interpreted so that the interests of other loan charges collected or to be collected in connection with the loan exceed the permitted limit; and: (a) any such loan charge collected from Borrower which exceeded necessarily to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded under the Note or by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed pursuant to the Note or by paying under the Note. If a refund reduces principal, the reduction will be treated as a permitted limitation imposed by Lauan Security Instrument unless it violates any provision of applicable law.

13. **Liquigation Affection Lenders' Rights.** If enunciated, or explained in application of applicable law has the effect of requiring any prepayment under the Note. It will be treated as a permitted modification of the Note or by making a direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by paying under the Note. If a refund reduces principal, the reduction will be treated as a permitted limitation imposed by Lauan Security Instrument unless it violates any provision of applicable law.

14. **Notes.** Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Lauan Security Instrument by notice to Borrower. Any notice given to Lauan Security Instrument shall be given to Lauan Security Instrument by notice to Lauan Security Instrument or by mail to Lauan Security Instrument at its address set forth in the Note or any other address Lauan Security Instrument may designate to Lauan Security Instrument by notice to Lauan Security Instrument.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of maturity of any loan or obligation of the Borrower to pay any amount due under such agreement.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower to return within 30 days after the demand notice is given, Lender is unable to collect and apply the proceeds, either to restore Lender's interest or to pay Lender the amount received by Lender from Borrower, or if Lender receives notice by Borrower that the property is being sold, Lender may sue to recover the sum so received by Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument and paid to Borrower.

11. Lender required mortgagor to assume as a condition of making the loan executed by this security instrument.
However, only the premium required to maintain the insurance in effect until such time as the realtment for the
insurable term will be applied to the insurance in effect until such time as the realtment for the
lender's benefit.

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

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. 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 to, 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 amounts 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.

88048687

ADJUSTABLE RATE RIDER (3 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this "28th" day of July, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument, or the same title block by the undersigned (the "Borrower") to Secure Borrower's Adjustment Rate Note (the "Note"), to NBD-SKOKO BANK, N.A., A NATIONAL BANKING ASSOCIATION, dated July 28, 1988, in the amount of One Hundred Sixty-Four Thousand Two Hundred Sixty-Two Dollars and Sixty-Cent (\$164,262.60), for the principal sum of One Hundred Sixty-Four Thousand Two Hundred Sixty-Two Dollars and Sixty-Cent (\$164,262.60), plus interest at the rate of twelve percent (12%) per annum, payable monthly in equal installments of \$13,688.50, commencing August 1, 1988, and continuing until paid in full, subject to prepayment at any time without notice or penalty.

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
 and Lender further covenant and agree as follows:

The Note provides for an initial interest rate of 9.00%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Charges
 If the Index is no longer available, the Note Holder will give me notice of this choice.
 If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information.

The interest rate I am required to pay at the first Change Date will not be greater than 11.00% or less than 7.00%. Therefore, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%). From the rate of interest I have been paying or the preceding 36 months, my interest rate will never be greater than 15.00%.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law and also the telephone number of a person who will answer my question. I may have reading difficulties which notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law and also the telephone number of a person who will answer my question. I may have reading difficulties which notice.

Transfer of title Proprietary or a Beneficial Interest in Borrower. (f) All or any part of the Proprietary 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 executed by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transfer as set forth in paragraph (b) below; (b) Lender determines that Lender's security will not be impaired by the loan to the transferee; and (c) the transferee agrees to assume all obligations of Borrower under this instrument.

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MULTISTATE ADJUSTABLE RATE FORM—FDIC—FDIC Multistate Form

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Harold H. Schroeter (Seal)
Harold H. Schroeter -Borrower

Joanne Schroeter (Seal)
Joanne Schroeter, his wife -Borrower

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Property of Cook County Clerk's Office