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This instrument was prepared by:
RICHARD J. JAHNS
.....
(Name)
5133 W. FULLERTON AVE.
(Address)
CHICAGO, ILL 60639
8829-1012

MORTGAGE

THIS MORTGAGE is made this 17th day of JUNE, 19⁸⁸, between the Mortgagor, MICHAEL R. SCHOLZ AND LINDA C. SCHOLZ, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5200 West Fullerton — Chicago, Illinois 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **SIXTY FIVE THOUSAND**, AND **NO/10**, Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 17, 1988 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 01, 2003.

To SECURE to Lender (a) 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 protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT TWENTY FIVE (25) IN THE HULBERT FULLERTON AVENUE HIGHLANDS
SUBDIVISION NO. 2, BEING A SUBDIVISION IN THE WEST HALF OF THE
SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 13-28-424-055-0000

DEPT-01

25

T899443 T8884 0689 37/85/88 15.12.99

#1438 #D - 68-274012
COOK COUNTY RECORDER

5114 W. MONTANA

CHICAGO

which has the address of [Street] [City]
ILLINOIS 60639 (herein "Property Address");
..... [State and Zip Code]



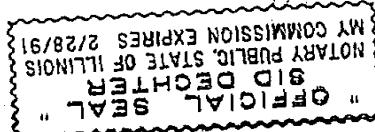
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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RETURN TO BOX 403

(Space Below This Line Reserved For Lender and Recorder)



My Commission expires:

..... day of 19.....
88 SANE HIGH

Set forth.

signed and delivered the said instrument as, free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he . . .

do they carry their name(s) in the same person(s), whose name(s) are

“Come tutti i campi di battaglia, anche questo è stato un campo di battaglia per la nostra vita. E’ stato un campo di battaglia per la nostra vita.”

STATE OF ILLINOIS. County ss:

LINDA C. SCHOLZ
MICHAEL R. SCHOLZ
Micheal Scholz
BORTNER

In witness whereof, Borrower has executed this Mortgage.

21. Future Advances, Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower, such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes or otherwise. At no time shall the principal amount of the indebtedness secured by this Mortgage exceed notes are secured in addition to the principal amount of the indebtedness secured by this Mortgage. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes that state that notes are secured in addition to the principal amount of the indebtedness secured by this Mortgage.

22. 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.

23. Waiver of Foreclosure, Borrower hereby waives all right of homestead exemption in the property.

prior to entry of a judgment entitling this Mortgagor to receive all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration accrued; (b) Borrower pays all expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgagable property of any other covenants or agreements of Borrower contained in this Mortgagable; (c) Borrower pays all reasonable expenses incurred by Borrower's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; (d) Borrower takes such reasonably required to assure that the lien of this Mortgagable, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgagable shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgagage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rights; Appomittent of Rents; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, by agent or by judgment apppointed receiver, shall be entitled to receive upon, but not limited to, the receiver's fees, premiums on receivers' bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for property and collection of rents, including, but not limited to receiver's fees, premiums on receivers' bonds and reasonable attorney's fees, but not limited to payment of the costs of management of the property including those past due. All rents collected by Lender or the receiver shall be applied first to collect the rents of the Property including those past due, and then to the sums secured by this Mortgage.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) ~~the grant of any household interest of three years or less containing an option to purchase~~, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

* or * if the borrower ceases to occupy the property as his principal residence

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lenders' interest in the Property, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving including, but not limited to, embezzlement, Borrower shall pay the premiums required to maintain such insurance as is necessary to protect Lenders' interest, including, but not limited to, disbursement of expenses and take such action as is necessary to protect Lenders' option to prepay the loan notice to Borrower, upon the occurrence of any event which makes such advance unnecessary, Borrower shall pay the premiums required to maintain such insurance as is necessary to protect Lenders' interest, including, but not limited to, disbursement of expenses and take such action as is necessary to protect Lenders' option to prepay the loan notice to Borrower, upon the occurrence of any event which makes such advance unnecessary.

absorb and release energy, and movements of this molecule can be incorporated into and affect the movements of other molecules.

6. Preservation and Maintenance of Property; Leases; Contingencies; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a planned unit development or a condominium unit or a planned unit development of any kind, Borrower shall perform all of the obligations of the lessee under the leasehold agreement or contingencies created by the condominium unit or planned unit development, and conduct himself in accordance with the terms of the leasehold agreement or contingencies.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to print paper shall not extend or postpone the date of the monthly instalments referred to in paragraphs 1 and 2 hereof for the amount of such instalments. If under paragraph 1B hereto the property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgagage immedately prior to such sale or acquisition and in aid to the proceeds thereof resulting from damage to the property prior to the sale or acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of damage, provided such restoration is economically feasible and the security of this Mortgage is not thereby impaired. If such repossession or repair is economic, it is reasonable to believe that the security of this Mortgage is date notice is mailed by Lender to Borrower, or if Borrower fails to respond to Lender's notice within 30 days from the date notice is mailed by Lender to Borrower, or if Borrower fails to settle a claim for insurance benefits, Lender is authorized to collect the insurance proceeds at Lender's option either to restoration or, except in the event of the Property is Borroower's, to Borrower's heirs, estate or to Lender for insurance benefits.

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

The insurance carrier shall not be liable for any loss or damage resulting from the failure of the insurance company to provide coverage under the policy as provided in the certificate of insurance.

against loss by fire, hazards included within the term "extreme damage" or "extreme hazard" are those which cause damage exceeding the amount insured by his insurance.

3. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof, shall be applied first in payment of amounts payable to Lender by Borrower under the Note and paragraphs 1 and 2 hereof, then to amounts payable on the Note, then to the principal of the Note, and then to interest and other fees and expenses.

the due dates of taxes, assessments, insurance premiums, and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums, and ground rents by less than \$100.00.

shares given to Borrows, without charge, an annual account being of the Funds showing credits and debits to the Funds and the purpose of each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

The Funds shall be held in an institution which are insured or guaranteed by a Federal or state agency (including Legendre if Legendre is such an institution). Legendre shall apply the Funds to pay said taxes, assessments and premiums and ground rents. Legendre may not charge for so holding and applying the Funds, unless under circumstances and conditions of which are agreed upon by the parties to the Fund.

2. Funds for Taxes and Insurance. Subject to application of principal and interest waived by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may prevail in insurance premiums for early mortgage insurance, if any, all as reasonably estimated initially and from

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayments as provided in the Note, and the principal of and interest on the unpaid balance of the Note.