UNOFFICIAL COPY 90571433
VAS PREPARED BY: FIRST NATIONAL BANK OF WHEELING

THIS INSTRUMENT WAS PREPARED BY:

125 McHenry Rd. Wheeling, IL 60090 By: Noel Ayala

MORTGAGE



THIS MORTGAGE is made this 5th day of November

19 90, between the Mortgagor, Jack H. Schumacher and Janet M. Schumacher, his wife

(hereinafter called the "Borrower"), and the Mortragee, First National Bank of Wheeling, a corporation organized and existing under the laws of Illinois, whose address is 125 McPany Road, Wheeling, Illinois 60090 (hereinafter called the "Lender").

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Saild Note, with interest thereon, the payment of all other sums, with interest the eon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, (b) the repayment of any future advances, with interest thereon, made to Borrower by Londor pursuant to paragraph 21 hereof (herein "Future Advances"), and (c) the repayment of all other liabilities of Borrower to Londor, howsoever created, whether now existing or hereafter arising. Borrower does hereby mortgage, grant and convey to Londor the following described property located in the County of Cook.

State of Illinois:

Lot 28 in Anderson's Subdivision of part of the Northeast 1/4 of Southwest 1/4 of Section 10, Townshi, 42 North, Range II, East of the Third Principal Meridian, in Cook County, Illinois.

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0EPT-01 RECORDING \$15.00 1/22/22 TRAN 9928 11/23/90 10:00:00 1/23/23 # 18 *-90-571433 COOK COUNTY RECORDER

PIN # 03-10-306-010-0000

which has the address of 865 Edward Street, Wheeling, IL 60090

(City)

(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 are herein referred to 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, 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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ent of Rents: Appointment of Receiver; 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, 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. All 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 limited to receiver's fees, premiums on receiver's 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 those rents actually received.

21. Fature Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Morigage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

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 Homestend. Borrower hereb In Witness Whiteon, Borrower has executed to		ight of homestead exemption in the Property	y.
Jack N. Salimer		Janon Shur	acher
JACK H. SCHUARTHER	-Borrower	JANET M. SCHUMACHER	Borrower
	-Borrower		— Botrower
O _F			
STATE OF ILLINOIS, COOK		County ss:	
the undersigned	0/	, a Notary Public in at	ad for enid county
subscribed to the foregoing instrument, appeared signed, scaled and delivered the said instrument as	d before me if	of he to be the same Person(s) whose name(s) is day in person, and acknowledged that free and y funtary act, for the uses and purpose	they
Given under my hand and official scal, this	5th	day of November A.D., 19.	90
My Commission excitor "O: FICIAL MAL"	1	ey H. Phrusco	te
Hotery Public, State of March Hy Committee Employ \$1008 (Specio Sets	er This Line Rose	Nr./aly Public	
PLEASE RETURN RECORDED DOCUMENT I FIRST NATIONAL BANK OF WHEELING 125 McHenry Rd.	ro:		
Wheeling, IL 60090			Life in the man

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follow

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

on any Future Advances secured by this Mortgage.

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 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 attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents upon receipt of appropriate statements from borrower. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to 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 cents as they fall due, such excess shall be, at Bor ower's option, either promptly repaid to Britower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be utilizent to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower

requesting payment thereof.

Upon payment to rell of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If water paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 he cot shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to interest and principal on any Future Advances.

4. Charges and Liens. Borro ver shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if no paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly fulnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien while has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Bo rover shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in. legal proceedings which operate to prevent the enforcement of the hen or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the imprevements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay in sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, and the coverage and that the state of the coverage and that the state of the coverage and the c

that such approval shall not be unreasonably withheld. All premitims on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the

All insurance policies and renewals thereof shall be in form acceptable to Junder and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgas, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or it Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or could 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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and inte est 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 Mortgage immediately prior to such sale or

acquisition.

6. Preservation and Maintenance of Property; Leacholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Morigage is on a unit in a condominium or a planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mor gage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage

as if the rider were a part hereof.

7. Protection of Leader's 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 Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, without notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and 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

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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 missible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder

5. 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 fieu 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

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, Lendercis authorized to collect anil-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 fue date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

10. Berrawer for 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 sur a secessor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by viason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lead o 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 or 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; Jo'at and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunde 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 his 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 unite 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 Borrowe may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return requested, to I ender'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 London when given in the manner designated herein.

15. Governing Law: Severability. This Mortgage shall be governed by the law of Illinois. 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. 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. Box wee's Copy. Borrower shall be furnished a 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 by contract or Articles of Agreement or otherwise without Lender's new written consent excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a lorchase money security interest for household applicances, (c) a transfer by devise, descent or by operation of law upon the charter is joint tenant or, (d) the grant of any leasehold interest of three years or less not containing an option to purche and 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 segmentary to lander and that the interest pay sole on the sums secured reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest pay and on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to acce erate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement arcented 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 vi 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.

- 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, Lende 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. 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, court costs and costs of documentary evidence, abstracts and title reports.
- 19. Berrower'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 prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occured. This right shall be available to Borrower only once every five years.

AGI OTUE SERVICUS #____

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FOR THE PROTECTION OF THE WAS FILED.

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COOK COUNTY RECORDER

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	KNOW ALL MEN BY THESE PRESENTS,
THAT FIRST S'	TATE BANK OF CALUMET CITY
925 BUki	V.A.1 AVENUE, CALUMET CITY, ILLINOIS 60409
of the County ofC	OOK and State of ILLINOIS DO HEREBY CERTIFY that a
certain MORTGAGE	date in e 19TH day of JANUARY 19 89, made by
made byJEROME_1	F. MUNDA AND POPETTA L. MUNDA, HIS WIFE
5 FOREST	TDALE PARK, CALUMIT CITY, ILLINOIS 60409
to FIRST ST	TATE BANK OF CALUARY CITY
and recorded as documer	it No. 89038937 in Fook at page in the office of
RECORDER OF DEE	COUNTY, in the State of ILLINOIS
s, with the notes accomp	panying it, fully paid, satisfied, released and discharged.
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	FIRST STATE MANK OF CALUMET CLAY BY: RICHARD B. MURPHY PRESIDENT BY: UTILIZED AT THE STATE OF THE STATE O
TATEOF ILLINOI	C WILLIAM A. BLANDLOSS PH. VICE P. ESTDENT
COUNTY OF COOK	ss. 90571434
	a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD B. MURPHY, PRESIDENT AND
	WILLIAM A. BEANBLOSSOM, VICE PRESIDENT
	william A. BEANBLOSSOM, VICE PRESIDENT personally known to me to be the same person S. whose name S. ARE subscribed to the fore- going instrument, appeared before me this day in person, and acknowledged that T. he Y. signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL" JILL A. FREDIANELLI Notary Public, State of Illinois My Commission Expires 3/20/94

Ter a. Androselle. Notary Public

Commission expires MARCH 20, 1994

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CALUMET CITY, ILLINOIS.

Commission expites MARCH 20, 1994

FORM NO. 213

(SIONITI) OR TRUST DEED RELEASE OF MORTGAGE

CECAL FORMS

This instrument was prepared b

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CAUTION. Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty of merchaniability or fitness for a particular purpose.

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