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**BOOK COUNTY, ILLINOIS**  
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## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on February 23,  
1990. The mortgagor is ROBERT C. SCHROEDER AND MARY J. SCHROEDER, HIS WIFE  
..... ("Borrower"). This Security Instrument is given to  
A. J. SMITH FEDERAL SAVINGS BANK, which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is  
14257 South Cicero Avenue - Midlothian, Illinois 60445 ("Lender").  
Borrower owes Lender the principal sum of TWENTY ONE THOUSAND AND NO/100 --  
..... Dollars (U.S. \$ 21,000.00). 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 FEBRUARY 23, 1997. 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 13 in Block 5 in Manus Midlothian Park Subdivision of the North East 1/4 of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.#: 28-10-203-012

which has the address of ..... 14359 S. Tripp ..... Midlothian .....  
(Street) (City)  
Illinois ..... 60445 ..... ("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 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 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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THE UNDERSIGNED, ROBERT C. SCHROEDER AND MARY J. SCHROEDER, HIS WIFE, a Notary Public in and for said county and state, do hereby certify that THEY have executed same, and acknowledged said instrument to be . . . . . THEIR personally appurposed before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, free and voluntarily act and deed and that (theirs, hers, theirs) executed said instrument for the purposes and uses herein set forth, witness my hand and official seal this day of July, 1990.

STATE OR COUNTY OF **COOK** .....  
CITY OF **CHICAGO** .....  
ILLINOIS .....  
SS: {

LOAN # 20785484-5

**BOX 168**

A. J. SMITH FEDERAL SAVINGS BANK  
14757 South Cicero Avenue  
Middletown, Illinois 60445

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.

**Graduated Payment Rider**     **Planned Unit Development Rider**     **Other(s) [Specify]**

**Agreements to Sale Rider**     **Condominium Rider**

23. **Pledges to this Security Instrument.** If one or more of the persons mentioned above signs his name to this instrument, he thereby pledges to pay to the holder(s) of this instrument the sum of \$                 dollars (\$                ) for each applicable box(es)]

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

recessives, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Note, Lender shall release this Security Instrument without further notice or costs.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of title 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

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

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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. 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 owing 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 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.

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If Lender gives Borrower notice of acceleration, The notice shall provide a period of no less than 30 days from the date of notice for Borrower to 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower, or if it is sold or transferred (or if it is sold or transferred for the benefit of a creditor) to any person or persons other than the Lender, the Lender shall not be entitled to exercise any rights or remedies under this instrument.

which can be given effect without the complicating provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

mailing it by first class mail unless otherwise provided for in this security agreement or in the applicable law. Any notice to Borrower shall be deemed given to Borrower when given as 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 given to Lender when given as provided for in this class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given by first class mail to any other address Lender designates by notice to Lender shall be deemed given to Lender.

renderting any provision of the Note of this Security Instrument unacceptable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take such steps specified in the second paragraph of paragraph 17.

necessary to reduce the charge to the permitted limit; and (b) my sums already called from Borrower which exceeded permitted limits will be required to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. If a reduced principal is chosen, the principal owed as a partial prepayment without any charge under the Note.

11. Successors and Assignees; Round; Joint and Several Liability; Co-signers. The convenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note; (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, renew or modify the term of this Security instrument.

Interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

10. **Borrower's Not Releasable; Forbearance By Lender Not a Waiver.** Extension of the time for payment of principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments. Unjust enrichment of the creditor and borrower otherwise agreeing in writing, any application of proceeds to principal shall not exceed or modify creation of security interest in sums secured by this Security Instrument granted by Lender to any successor in title to the creditor or to any other party holding title to the property described in the Security Instrument.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be passed and distributed to Lender.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of prior to an inspection specific causes for the inspection.

If Lender's required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the insurance is discontinued at Borrower's expense.