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MAY 02 1990
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 20th 1990. The mortgagor is THOMAS G. SCHMIDT & MARILYN M. SCHMIDT, HIS WIFE, IN JOINT TENANCY ("Borrower"). This Security Instrument is given to FIRST CREDIT CORPORATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 570 LAKE COOK ROAD SUITE 115 DEERFIELD, ILLINOIS 60015 ("Lender"). Borrower owes Lender the principal sum of ELEVEN THOUSAND SEVEN HUNDRED TWENTY FOUR AND 58/100----- Dollars (U.S. \$11,724.58***). 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 APRIL 25th, 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 11 IN BLOCK 3 IN CALLANDS NORTH AVENUE AND GRAND AVENUE SUBDIVISION PART OF BLOCKS 2 AND 3 IN HAMILTONS SUBDIVISION, SOUTH 60 ACRES EAST HALF SOUTHWEST QUARTER, SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, IN COOK COUNTY, ILLINOIS.

P.I.N. 13-34-317-039

: DEFT-01 RECORDING 415.25
: T#72777 TRAN 3035 05/02/90 15:18:00
: #9366 + M * - SP10 - 21025-29
: COOK COUNTY RECORDER

-90-202529

30057530
TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LaSALLE
CHICAGO, IL 60602

which has the address of 1624 N. KOLMAR
(Street)

CHICAGO,
(City)

Illinois 60639 (Zip Code) ("Property Address");

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 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 seised 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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THIS INSTRUMENT WAS PREPARED BY:
LOREN A. VERDON
FELBRI ST. CREDLIT CORPORATION
7601 S. KOSTNER AVE., SUITE 125
CHICAGO, ILLINOIS 60652
(Address)
(Name)

CHERRYAL L. LARSON	Notary Public State of Illinois Cook County Commission Expires 10/20/91	Nugos Public Notary Public State of Illinois Cook County Commission Expires 10/20/91
OFFICIAL SEAL		
MS Commission expires 10-30-91		
Given under my hand and official seal, this 20th day of APRIL, 1990,		
set forth,		
witnessed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes hereinabove referred to the foregoing instrument, appeared before me this day in person, and acknowledged that they are personally known to me to be the same person(s) whose name(s) are		
TENANCY do hereby certify that THOMAS G. SCHMIDT & MARILYN M. SCHMIDT, HIS WIFE, IN JOINT		
, a Notary Public in and for said county and state,		

<p>22. Whether or not mortgaged, Borrower will pay any recorded exception in the property.</p> <p>23. Right, to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument the convenants and agreements of each such rider shall be incorporated into and shall be a part of this Security Instrument as if the rider(s) were a part of this Security Instrument.</p>	<p><input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Z-4 Family Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Grandfathered Rider <input type="checkbox"/> Other(s) [specify] _____</p>
<p>BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by the borrower and recorded with it.</p>	
<p>MARILYN M. SCHMIDT <i>Marilyn M. Schmidt</i> THOMAS G. SCHMIDT <i>Thomas G. Schmidt</i></p>	
<p>WITNESS: <i>[Signature]</i></p>	
<p>RECORDED ON <u>11/14/2013</u> AT <u>11:42 AM CT</u></p>	
<p>CLERK OF COOK COUNTY CLERK'S OFFICE</p>	

19. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration following breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17 unless expressly provided otherwise). The notice shall specify: (a) the default (b) the action required to cure the default (c) the date when 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 sum guaranteed by this Security instrument by judicial proceeding at the expense of the Property. The notice shall further advise Borrower of the right to remanifest after acceleration and sale of the Property. The notice shall further advise Borrower of the date specified in the notice to cure the default on or before the date when the default is cured.

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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 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 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 Leander exercises this option, Leander 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 accrued by Leander under this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leander may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

17. Transfers of the Property or a beneficial interest in the Property. If all or any part of the Property or any interest in it is sold or transferred (or in a beneficial interest in the Property), the transferee shall be entitled to receive without limitation the same rights and benefits as the original owner of the Property.

18. (Introducing law) This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note and the Note will be declared to be severable.

14. Notes. Any notice to Horrocks or provided for in this Security Lien will be given by delivery in or by telephone at [REDACTED] or by regular, certified, registered, return receipt mail to the second Plaintiff in paralegal at [REDACTED].

^{13.} Legislative action and administrative action are used interchangeably in this section.

12. **Loan Charges.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the largest or other loan charges collected or to be collected in charges, and that law is finally interpreted so that the largest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) if any such loan charge exceeds the amount under which loans will be permitted, 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 legal reduction of principal, the reduction will be treated as partial prepayment without any provision under the Note.

11. Security Instruments and Assets. Joint and several liability. Cofield agrees, that the co-signers and agreements of joint and several liability, as set forth in the successions and assets of joint and several liability, shall bind and affect the successions and assets of joint and several liability, as set forth in the successions and assets of joint and several liability, as agreed to by the parties to this Note.

be the original holder or of an exercise in exercising any right of remedy by the exercise of an option or otherwise.

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 there due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the sum secured by the part taken.

ii) Tenant shall pay the premiums required to maintain the insurance in effect until such time as the landlord receives payment in accordance with the terms of the lease.