

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY **CLARK N. JENNISON**
ONE SOUTH DEARBORN STREET
CHICAGO, ILLINOIS 60603

90298043

CITICORP
SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312) 977 5000

Mortgage

MAIL TO

LOAN NUMBER: 010033901

DEPT. 11 RECORDING 118.75
140000 TEAM 0189 06/23/90 10:17:00
10000 14 * 90 - 298043
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **JUNE 15**
19 **90**. The mortgagor is (**ERIC M. SCHILLER AND JILL F. SCHILLER, HIS WIFE**)

("Borrower"). This Security Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of **SEVEN HUNDRED THOUSAND AND NO/100** Dollars (U.S. \$ **700,000.00**) 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 **JULY 1, 2020**

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:

PARCEL 1: LOT 2 OF CONSOLIDATION OF LOTS 1, 2, 3, 4 AND 5 IN ROCKGATE COLONY, BEING A RESUBDIVISION OF LOT 2 IN STERN'S SEE ATTACHED RIDER FOR COMPLETE LEGAL

100
05-06-201-~~000~~

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which has the address of **7 ROCKGATE LANE, GLENCOE**
60022 (Street) (City)
Illinois ("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.

Handwritten notes on the left margin: "100", "05-06-201-000", "Land", "7/1/90", "Jill", "Eric".

Handwritten signature: "Jill" with "100" and "Hill" written above it.

Vertical handwritten number: 90298043

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender agrees 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.

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 or other action which 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.

8. 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 the fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

9. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the period 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.

10. 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.

11. 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 Borrower shall obtain 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.

12. 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 sum secured by this Security Instrument.

13. 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 the amount of payments as required by Lender.

14. 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 13 the Property is sold or acquired by Lender, Lender shall promptly, 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.

15. 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.

16. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue or become payable under 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.

17. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the period 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.

18. 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 of the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

19. 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 claims secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

20. 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.

21. 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.

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PARCEL 1: LOT 2 OF CONSOLIDATION OF LOTS 1, 2, 3, 4 AND 5 IN ROCKGATE COLONY, BEING A RESUBDIVISION OF LOT 2 IN STERN'S SUBDIVISION OF LOT "B" IN THE SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE SOUTH 24.70 FEET OF LOT 7 AND PART OF LOTS 5 AND 6, ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 24.70 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AFORESAID, (EXCEPT THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF LOT 2 AFORESAID, 95.57 FEET NORTHWESTERLY OF THE EASTERLY TERMINUS THEREOF; THENCE SOUTH 68 DEGREES 37 MINUTES 40 SECONDS EAST 34.30 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 30 DEGREES 57 MINUTES 42 SECONDS EAST 8.10 FEET TO ANOTHER ANGLE POINT THEREIN; THENCE NORTH 59 DEGREES 02 MINUTES 18 SECONDS EAST 6.25 FEET TO ANOTHER ANGLE POINT THEREIN; THENCE SOUTH 68 DEGREES 37 MINUTES 40 SECONDS EAST 51.04 FEET TO THE EAST TERMINUS OF THE NORTHEASTERLY LINE OF LOT 2 AFORESAID; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 15.0 FEET FOR A DISTANCE OF 18.59 FEET TO A POINT OF TANGENCY IN THE SOUTHEASTERLY LINE OF LOT 2 AFORESAID; THENCE SOUTH 31 DEGREES 09 MINUTES 07 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE 20.0 FEET; THENCE NORTH 49 DEGREES 05 MINUTES 00 SECONDS WEST 105.83 FEET TO THE POINT OF BEGINNING)

ALSO THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF LOT 3 AFORESAID 54.0 FEET SOUTH 68 DEGREES 37 MINUTES 40 SECONDS EAST OF THE WESTERLY TERMINUS THEREOF; THENCE NORTH 68 DEGREES 37 MINUTES 40 SECONDS WEST 54.0 FEET TO THE SOUTHWEST CORNER OF LOT 3 AFORESAID; THENCE NORTH 11 DEGREES 20 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF LOT 3 AFORESAID 40.0 FEET; THENCE SOUTH 60 DEGREES 50 MINUTES 46 SECONDS EAST 49.0 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 17 SECONDS WEST 35.03 FEET TO THE POINT OF BEGINNING; OF THE CONSOLIDATION OF LOTS 1, 2, 3, 4 AND 5 IN ROCKGATE COLONY, BEING A RESUBDIVISION OF LOT 2 IN STERN'S SUBDIVISION OF LOT "B" IN THE SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE SOUTH 24.70 FEET OF LOT 7 AND PART OF LOTS 5 AND 6, ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 24.70 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AFORESAID, IN THE VILLAGE OF GLENCOE, COOK COUNTY, ILLINOIS.

PARCEL 2: 1/8 INTEREST IN UNIMPROVED COMMON LOT IN ROCKGATE COLONY, BEING A RESUBDIVISION OF LOT 2 IN STERN'S SUBDIVISION, BEING A RESUBDIVISION OF LOT "B" IN THE SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE NORTH 24.7 FEET OF LOT 7 AND PART OF LOTS 5 AND 6, ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS TO AND FOR THE PREMISES DESCRIBED IN PARCEL 1 AND 2 OVER AND UPON; THE SOUTHERLY 15 FEET OF LOT 1 OF STERN'S SUBDIVISION AFORESAID AND THE NORTHERLY 15 FEET OF THE WESTERLY 759.81 FEET OF LOT "C" IN THE SUBDIVISION OF ALL OF LOTS 1, 2, 3 AND 4 AND THE NORTH 24.7 FEET OF LOT 7 AND PART OF LOTS 5 AND 6 ALL IN OWNER'S SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 24.7 FEET OF THE EAST 320.25 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AFORESAID AS CREATED BY AND RESERVED IN WARRANTY DEED FROM FRANK G. LOGAN AND OTHERS TO HERMAN PAEPECKE, DATED MARCH 24, 1903 AND RECORDED APRIL 2, 1903 AS DOCUMENT 3370968 AND IS WARRANTY DEED FROM JOSIE H. LOGAN AND OTHERS TO MOSES BORN, DATED DECEMBER 29, 1915 AND RECORDED DECEMBER 29, 1915 AS DOCUMENT NUMBER 3778227 AS MODIFIED BY AGREEMENT BETWEEN MODIE J. SPIEGEL, JR. AND OTHERS DATED OCTOBER 9, 1950 AND RECORDED NOVEMBER 1, 1950 AS DOCUMENT NUMBER 14942259, ALL IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office

90238043

817 442 2700

UNOFFICIAL COPY

LOAN NUMBER: 010033901

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 boxes)

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Adjustable Rate Mortgage Conversion 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.

Eric M. Schiller
ERIC M. SCHILLER

--Borrower

Jill F. Schiller
JILL F. SCHILLER

--Borrower

--Borrower

--Borrower

State of Illinois, _____ County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state,

do hereby certify that ERIC M. SCHILLER AND JILL F. SCHILLER, 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 THEIR 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 _____ day of _____, 19 _____
My Commission Expires:

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

BOX #165

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18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the term of this Security Instrument...

19. Lender's Right to Acceleration. 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...

20. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in the Property is sold or transferred, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument...

21. Governing Law; Severability. This Security Instrument shall be governed by federal, state, and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument conflicts with applicable law...

22. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender...

23. Lender's Right to Acceleration. If enforcement or exercise of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument...

24. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits...

25. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and inure to the benefit of the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17...

26. Borrower Not Released; Forbearance By Lender. Extension of the time for payment or modification of amortization of sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest...

27. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

28. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

29. Insurance. Lender shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's written agreement or applicable law.

30. Lender's Right to Acceleration. 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...

31. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits...

00208043

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Property of

STATE OF ILLINOIS)
)
COUNTY OF COOK)

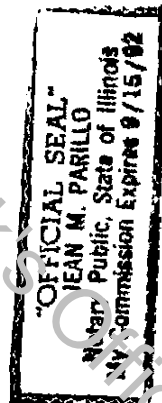
I, Jean M. Parillo, a Notary Public in and for said county and state, do hereby certify that Eric M. Schiller personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of June, 1990.

Jean M. Parillo
Notary Public

My Commission expires: 2/15/92

77131



County Clerk

Police

STATE OF ILLINOIS)
COUNTY OF COOK)

3022983043

I, Jean M. Parrillo, a Notary Public in and for said county and state, do hereby certify that J. H. P. Schiller personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of June, 1990.

Jean M. Parrillo
Notary Public

My Commission expires: 9/15/92

