

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$18.00  
199006 TRAN 1990 07/30/90 14:21:00  
\$3145 + F \*-90-365649  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)  
This instrument was prepared by:  
**MARGARETEN & COMPANY INC MORTGAGE**  
625 NORTH CT. PALATINE IL 60067  
THIS MORTGAGE ("Security Instrument") is given on July 26th, 1990  
The mortgagor is DANIEL SCHUANN, SINGLE

("Borrower"). This Security Instrument is given to  
**MARGARETEN & COMPANY, INC.**

a corporation which is organized and existing under the laws of the State of New Jersey, and whose address is  
One Ronson Road  
Iselin, New Jersey 08830

("Lender"). Borrower owes Lender the principal sum of Ninety- Seven Thousand, Two Hundred and 00/100

Dollars (U.S. \$ 97,200.00). 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 August 1st, 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 1018 EXCEPT THAT PART THEREOF LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT, 6.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING TO A POINT ON THE EAST LINE OF SAID LOT 3.0 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, IN ROLLING MEADOWS UNIT NUMBER 6, BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTION 25 AND IN THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN #02-26-415-013-0000

30365649

which has the address of  
3600 FREMONT ROLLING MEADOWS, IL 60008

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 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."

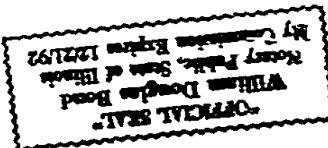
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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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MARGARETTI & COMPANY, INC.  
625 NORTH COURT, 3RD FLOOR  
PALATINE, IL 60067

MAIL TO:



My Commission expires: 12/31/92

Given under my hand and official seal, this 26th

day of July, 1990.

Before me this day to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared personally known to me to be the same person(s) whose name(s) is/are subscribed to the said instrument, appeared free and voluntary act, for the uses and purposes therein set forth.

DANTE SCHUMAN, SINGER

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK

ss:

Borrower \_\_\_\_\_

Borrower \_\_\_\_\_

Borrower \_\_\_\_\_

DANTE SCHUMAN, Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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.

The following Riders are attached:

831 LOON RIDER OCCUPANCY RIDER

831 LOON RIDER OCCUPANCY RIDER

The following Riders are attached:



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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. 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 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.

- If Lender 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 requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **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.

9. **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.

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

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

19. **Acceleration.** Remedies shall be cumulative under this Security Instrument (but not limited to) to accelerate unpaid principal or interest due; to declare non-accrual of interest due; to seize and sell lessor applicable real property; to provide other remedies.
20. **Lender's Right to Foreclose.** Lender may foreclose in the name of the Borrower or any other debtor in fee simple or otherwise in the name of the Borrower to collect all expenses incurred in the defense of a deficiency suit or any other proceeding to collect the debt specified in the note.
21. **Right to Foreclose.** Lender may foreclose in the name of the Borrower or any other debtor in fee simple or otherwise in the name of the Borrower to collect all expenses incurred in the defense of a deficiency suit or any other proceeding to collect the debt specified in the note.
22. **Right to Foreclose.** Lender may foreclose in the name of the Borrower or any other debtor in fee simple or otherwise in the name of the Borrower to collect all expenses incurred in the defense of a deficiency suit or any other proceeding to collect the debt specified in the note.

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## 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 50 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Options by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

DANIEL SCHUMANN

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MAR-7019 Page 1 of 2 (3/90)

FORM 3180 12/89

MULTISTATE BALLOON RIDER-Single Family-EANNE MAE UNIFORM INSTRUMENT

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BALLOON RIDER

1. **CONDITIONAL RIGHT TO REFINANCE**

If I want to exercise the Conditional Right to Refinance Option at maturity, certain conditions must be met as of the maturity Date. These conditions are: (1) I must be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be under no obligation to repay the money owed to the Note. At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of August 1st, 2020 , and with an interest rate equal to the interest rate stated on the Note and Security Instrument (the "Maturity Date"). The date of the Note is called the "Note Date". Understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "New Holder". ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):
2. **CONDITIONS TO OPTION**

If I want to exercise the Conditional Right to Refinance Option at maturity, certain conditions must be met as of the maturity Date. The Note conditions are: (1) I must be a Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day market delay delivery commimtment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required notice of my election to exercise the Conditional Right to Refinance Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.
3. **CALCULATING THE NEW NOTE RATE**

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amounts of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note. The New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.
4. **CALCULATING THE NEW PAYMENT AMOUNT**

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amounts of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note. The New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

THIS BALLOON RIDER is made this 26th day of July, 1990  
(the "Lender") of the same date and covering the property described in the Security Instrument and located in:  
3600 FREMONT ROLLING MEADOWS, IL 60008  
(the "Property") of the same date and covering the property described in the Security Instrument and located in:  
Laws of the state of New Jersey,  
Note to Major Retire & Company, Inc., organized and existing under the  
Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the  
and is incorporated into and shall be deemed to amend and supplement the Mortgagage, Deed of Trust or Deed to Secure  
Understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the  
Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the  
"New Holder". ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower  
and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

(Conditional Right to Refinance)

**BALLOON RIDER**

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## OCCUPANCY RIDER

50104420

THIS OCCUPANCY RIDER is made this **26th** day of **July, 1990**, and  
is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the  
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
**MARGARETTEN & COMPANY, INC.**  
of the same date and covering the property described in the Security Instrument and located at:  
**3600 FREMONT, ROLLING MEADOWS, IL 60008**  
(the "Lender")

**OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS.** In addition to the covenants and  
agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees  
as follows:

The loan (the "Loan") which I have obtained specifically requires that I occupy the property (the "Property") that  
I am purchasing (or refinancing) with the proceeds of this loan as my primary residence. I understand that the eligibility  
criteria for Loan approval, including but not limited to the amount of the required down payment, could be materially  
different if I were to reside elsewhere and instead rent the Property to others as an investment. Accordingly, I will move  
into the Property within a reasonable period of time after loan settlement and continue to occupy the Property for a  
reasonable period of time thereafter. While the phrase "reasonable period of time" is not capable of precise measure-  
ment, it shall be construed to further the intentions of the Lender to make an "owner-occupant loan" and not an "investor  
loan." Lender specifically relied on this representation, warranty and covenant in determining to make the Loan to  
Borrower and selling such Loan in the secondary market. In the event Borrower shall fail to occupy the Property as  
aforesaid, then, in accordance with Paragraph 19 hereof, Lender at its option may require immediate payment in full  
of all sums secured by this Security Instrument and pursue any other remedies permitted hereunder. Notwithstanding  
the foregoing, if the Federal Home Loan Mortgage Corporation ("FHLMC") buys all or some of the Lender's rights  
under this Security Instrument and Note, the promises and agreements in this Rider will no longer have any force or  
effect so long as FHLMC, or any of its successors and/or assigns, holds those rights; provided, however, that in the event  
Lender repurchases all or any portion of the Loan from FHLMC, or any of its successors and/or assigns, the promises  
and agreements in this Rider will be reinstated and will be fully enforceable against Borrower by Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Occupancy Rider.



DANIEL SCHUMANN

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Property of Cook County Clerk's Office  
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