

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY  
SCOTT MALCOLM FOR  
**Fleet Mortgage Corp.**  
2560 W. Higgins Road, Suite 725  
P.O. Box 95698  
Hoffman Estates, Illinois 60195

LN 055871-0

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DEPT-01 RECORDING 517.29  
764444 TRAN 2061 09/04/91 11:30:00  
48321 D 91-455726  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 30, 1991.  
The mortgagor is CARMEN SCHULZ AND LAURA B. KENT, HIS WIFE

----- ("Borrower"). This Security instrument is given to  
FLEET NATIONAL BANK-----  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA-----, and whose address is  
11200 W. PARKLAND AVENUE, MILWAUKEE, WISCONSIN 53224-----

("Lender"). Borrower owes Lender the principal sum of  
SEVENTY EIGHT THOUSAND EIGHT HUNDRED FIFTY AND NO/100-----  
Dollars (U.S. \$78,850.00-----). 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  
SEPTEMBER 1, 2021-----. This Security Instrument secures to Lender: (a) the repayment of the debts  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 10 IN BLOCK 4 IN VILLAGE OF PARK FOREST WESTWOOD ADDITION, BEING A  
SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, AND PART OF  
THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
NOVEMBER 12, 1954, AS DOCUMENT 16070880, IN COOK COUNTY, ILLINOIS.

TAX NO. 31 35 213 040

92455726  
First American Title  
Company of Chicago  
Office

which has the address of

331 WAVERLY

PARK FOREST

[City]

Illinois

60466

[Zip Code]

("Property Address"):

ILLINOIS Single Family - Fannie Mae Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (9012)

Form 3014-959 (page 2 of 6 pages)  
Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-320-1000 □ FAX 636-795-1535

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one of more of the actions set out within 10 days of the giving of notice.

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) conveys in good faith the collateral to the payee of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures an enforceable assignment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the lien by, or deems necessary to prevent the Lender's opinion of the lien or the security instrument or the title to the property securing the same.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any payment charges due under the Note; second, to amounts payable under

Funds held by Lenader, LLC under Paragraph 21, Lenader shall acquire or sell the Property, Lenader, prior to the acquisition or sale of the Property, shall apply any Funds held by Lenader at the time of acquisition or sale as a credit against the sums earned by this Security instrument.

such as these Botorower's fees will pay to render the services necessary to handle up to one or two monthly payments, as Botorower's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this security instrument.

The Funds shall be held in a l<sup>oan</sup> institution whose deposits are insured by a federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow license. Lender may do likewise for holding and applying the Funds, summarily suspending the Escrow account, or certifying the Escrow items, unless Lender pays Borrower interests on the Funds and approves the Escrow items such as such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real Lender to make such a charge. Unless Lender is contractually interested in the Funds and approves the Escrow items such as such a charge, Borrower and Lender may agree to pay all sums secured by the Funds to the Fund's trustee in full if Lender fails to pay the Funds to the Fund's trustee in full.

Chances are, the recessional shoreline, which is the same as the beach in this case, has already been breached by wave action.

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") for: (a) yearly leases and assessments which may arise primarily over this Secured Instrument as a lien on the Property; (b) yearly payments or unpaid rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly liability insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower under, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees and taxes". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of Fees and taxes due on the day funds due under the Note are due and payable.

1. Payment of Principal and Interest. Preparation and Late Charges. Borrower shall promptly pay upon which due the principal of and interest on the Note and any preparation and late charges due under the Note.

**INTERIOR & COVENANTS** Bottower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to encumbrances or record.

1.0GIGABYTE WILL NOT BE LIABLE FOR ANY IMPROVEMENTS MADE TO THE PROPERTY OR EQUIPMENT RELATED TO THIS AGREEMENT; AND THE EXCLUSIVENESS OF THE PROPERTY IS NOT LIMITED TO THE PROPERTY.

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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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants 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, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. 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. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** 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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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. 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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Simple Family - Name Meérdeke Yac L'INFORI' INSTRUMENT - L'inform (or name) 9 90 (page 3 of 6 pages)

9. Inspection. Leader or his agent may make reasonable entries upon and inspections of the property. Leader shall and receive inspection fees.

8. **Voluntary Insurance:** If Leader requires additional insurance coverage as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to maintain the insurance coverage for as long as the loan is outstanding. Borrower shall pay the premium required to maintain the insurance coverage for as long as the loan is outstanding. Premiums received by Leader shall be applied to the principal balance of the loan or to provide a reserve fund for the payment of premiums required to maintain the insurance coverage for as long as the loan is outstanding.

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 at the rate 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. 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), probable, 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, paying reasonable attorney fees and expenses incurred by a lawyer which has priority over this Security instrument, and Lender may take action under this paragraph 7. Lender does not have to do so.

Chances, Leander and Leanne were otherwise absent in writing, any application of proceeds to principal shall not exceed or from damage to the property prior to the acquisition shall pass to the extent of the sums secured by this security under paragraph 2, the property is acquired by Leander, Borrower's right to any insurance policies and proceeds resulting under paragraph 2, the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If possession take the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard non-negligible clause. Lender may make proof of loss if not made promptly by Borrower.

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and exemption in the Property Tax  
law costs.

**NON-LIQUIDATORY COVENANTS.** Borrower shall give notice to Acceleration following Harrower's breach of any covenant in this Security Agreement prior to acceleration under paragraph 21. Acceleration: Harrower shall give notice to Acceleration and agree to follow:

- (a) unless applicable law prohibits otherwise, The notice shall specify: (i) the date when the debt becomes due; (ii) a date, not less than 30 days from the date the notice is given to Harrower, by which the default must be cured; and (iii) the date Harrower fails to cure the default, or before the date the notice is given to Harrower, by which the default must be cured; and
- (b) if Harrower fails to cure the default on or before the date specified in the notice, Harrower shall pay to the Lender all sums accrued in this Security Agreement, including interest, fees, and costs of collection, and Harrower shall remain liable for all expenses of collection, including reasonable attorney's fees, incurred by the Lender in connection therewith.

**22. Release.** Upon payment of all sums accrued by this Security Agreement, Lender shall release this Security provided in this paragraph 21, including, but not limited to reasonable attorney's fees and costs of little evidence.

Government shall provide a written notice of any investigation, claim, demand, or other action by any party or private party involving the Proprietary and any Plaintiff. Substantive or Extraneous material evidence shall be provided to the Proprietary as soon as practicable after the investigation is completed.

20. **Hazardous Substances**. Bombs or shells not capable of permitting the presentation, use, disposal, storage, or release of any hazardous substances shall not be permitted.

**19. Sale of Note:** Change of Lessor. The Note or a partial interest in the Note (together with this Security Instrument) may be sold out of more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Lessor Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Servicer under the Note and this Security Instrument. The Lessor will also state the name and address of the new Lessor Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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24. **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 box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home 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.

Witnesses:

Dorothy M. Schlueter

Carmen Schulz \_\_\_\_\_  
CARMEN SCHULZ \_\_\_\_\_  
Social Security Number 353-46-3669 \_\_\_\_\_  
(Seal)  
-Borrower

Jeanne Gross

Laura B. Kent \_\_\_\_\_  
LAURA B. KENT, HIS WIFE \_\_\_\_\_  
Social Security Number 322-50-8781 \_\_\_\_\_  
(Seal)  
-Borrower

94-155726

STATE OF ILLINOIS.

COOK County ss:

I, NANCY SHEMING

, a Notary Public in and for said county and state,

do hereby certify that CARMEN SCHULZ AND LAURA B. KENT, 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 THEY 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 31ST day of AUGUST L((L

My Commission expires:

Nancy Sheming  
Notary Public

This instrument was prepared by

SCOTT MALOUF FOR FLEET MORTGAGE CORP.

(Name)

2500 W. HIGGINS SUITE 725

(Address)

HOFFMAN ESTATES, IL. 60195

