

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 4  
 1991. The mortgagor is Kevin A. Schier and Kathleen P. Schier, his wife  
 ("Borrower"). This Security Instrument is given to  
HARRIS BANK WILMETTE National Association which is organized and existing  
 under the laws of UNITED STATES OF AMERICA, and whose address is  
1701 SLEEPY HAN ROAD, WILMETTE, ILLINOIS 60091 ("Lender").  
 Borrower owes Lender the principal sum of One Hundred Thirty Thousand and no/100  
Dollars (U.S. \$ 130,000.00). 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 3, 1992. 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 37 IN INDIAN HILL ESTATES UNIT 2, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 29,  
 TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 05-29-418-010

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which has the address of 1055 Cherokee Wilmette  
 (Street) (City)  
 Illinois 60091 ("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.

(Page 1 of 3 pages)

09-116 REV. 2/91 BANKCRAFT

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Property of Cook County Clerk's Office

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If property is acquired by Lender, all right, title and interest of Borrower in insurance policies and proceeds thereof from damage done to the property of Lender to the extent of the indebtedness hereby secured.

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.

**6. (Occupancy), Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Defaults; Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave material-ly false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the 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 attorney's 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 a reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, for condemnation or taking of the Property or part thereof, or for conveyance in lieu thereof, are hereby assigned and shall be paid to Lender, subject to the terms of any lien which has priority over this mortgage. Borrower agrees to execute such documents as may be required to effectuate this paragraph. Lender is hereby irrevocable authorized to apply or release such monies received or make settlement for such monies in the same manner and with the same effect, as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

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.

**10. 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.

**11. 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 who co-sign 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.

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**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 18 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) secure 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.

Subject to the terms of any lien which has priority over this Mortgage, amounts collected by Borrower or Lender under any insurance policy may, at Lender's sole discretion, be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorney's fees paid or incurred by Lender and Borrower in this connection) in such order as the Lender may determine or be released to Borrower for use in repairing or reconstructing the Property. Such application or release shall not cure or waive any default or notice of default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the property is abandoned by the Borrower, or Borrower fails to respond to Lender in writing within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds.

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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.

Kevin A. Schler (Seal)  
--Borrower  
Kevin A. Schler

Kathleen P. Schler (Seal)  
--Borrower  
Kathleen P. Schler

STATE OF ILLINOIS, Cook County ss:

I, Jessie Unrath, a Notary Public in and for said county and state, do hereby certify that Kevin A. Schler and Kathleen P. Schler, 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 7<sup>th</sup> day of November, 1991.  
My Commission expires:

[Signature]  
Notary Public

JAMES F. SWENSON  
Notary Public, State of Illinois  
No. 308480  
Cook County  
Commission Expires June 28, 1994

(Space Below This Line Reserved For Lender and Recorder)

Mail to  
P. O. Box 100  
MARIETTA, ILLINOIS 60091

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(Other) (Specify)

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Security Instrument. (Check applicable boxes)

amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together

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

20. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security In-

strument without charge to Borrower. Borrower shall pay any recordation costs.

19. **Lender in Possession.** Upon acceptance under paragraph 18 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.

18. **Acceleration; Remedies.** In the event of a breach of any covenant or agreement in this Security Instrument or in

the event and default occurs in the payment of the Note secured hereby, Lender may, without notice to Borrower,

without notice to Borrower,

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in

writing and then obligates the transferee to keep all the promises and agreements made in the Note and this Security Instrument,

the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to

government or agreement in this Security Instrument is acceptable to Lender.

discretion determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any

Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender in its sole

Lender will not exercise this option if: (a) Borrower causes to be submitted to Lender information required by

case is prohibited by federal law as of the date of this Security Instrument.

Security Instrument, and invoke its remedies thereunder. However, this option shall not be exercised by Lender if the exer-

consent, Lender may, at its option, and without notice require immediate payment in full of all sums secured by this

beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written

express written consent of Lender. If all or any part of the Property or any interest in it is sold or transferred (or if a

17. **Transfer of the Property or a Beneficial Interest in Borrower.** This loan shall not be assumed without the

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

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the

15. **Government Law; Severability.** This Security Instrument shall be governed by federal law and the law of the

in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

making it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

paragraph 17.

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies

rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option,

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Note.

under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a

permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed

necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

connection with the loan exceed the permitted limits; then (a) any such loan charge shall be reduced by the amount

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

12. **Loan Charge.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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