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(Space Above This Line For Recording Data.)
This instrument was prepared by:
MARGARETTEN & COMPANY INC MORTGAGE
625 NORTH CT PALATINE IL 60067
THIS MORTGAGE ("Security Instrument") is given on February 27th, 1991.
The mortgagor is
GREGORY V SCHROTH, BACHELOR AND CHERYL V LAVAJA, SPINSTER

("Borrower"). This Security Instrument is given to
MARGARETTEN & 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

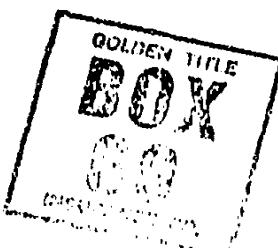
("Lender").

Borrower owes Lender the principal sum of

One Hundred Thirty-Eight Thousand, Five Hundred Ten and 00/100 Dollars (U.S. \$ 138,510.00). 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 March 1st, 2021. 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 9 IN STRATHMORE SCHUABURG UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1968 AS DOCUMENT NUMBER 20668142, IN COOK COUNTY, ILLINOIS. PIN #07 26 100 005 0000

DEPT-01 RECORDING \$16.00
T91111 TRAN 8878 02/28/91 10:32:00
#8458 A *-91-091804
COOK COUNTY RECORDER



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which has the address of

1828 SCHAUMBURG RD SCHAUMBURG, IL 60194

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.

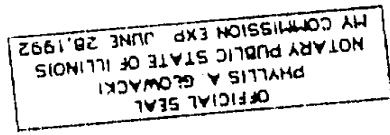
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MARGARETTEI & COMPANY, INC.
625 NORTH COURT, 3RD FLOOR
PALATINE, IL 60067

MAIL TO:



My Commission expires:

Given under my hand and official seal, this 27th day of February, 1991.

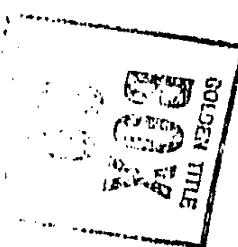
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that before me this day in person, and acknowledge that he, she, they signed and duly read the said instrument as his, her, their personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared free and voluntarily act, for the uses and purposes herein set forth.

GREGORY V SCHROTH, GACHELOR AND CHERYL V LAVAJA, SPINSTER

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

STATE OF ILLINOIS, COOK

SS:



Borrower

Borrower

CHERYL LAVAJA-Borrower

GREGORY V SCHROTH Borrower

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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.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property, 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.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 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:

OCCUPANCY RIDER



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in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds in respect to 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.

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 or interest or prepayment shall be at date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payment.

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; Cosigners. 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. Successors and assigns and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument shall do so in the capacity of a co-signer, 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 without the consent of that Borrower's cosigner.

12. Loan Charge. If the loan secured by this Security Instrument is subject to a law which permits or requires a lender to charge and/or collect a loan charge, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any loan charge collected from Borrower which exceeds a permitted limits will be refunded to Borrower. Lender may choose to make a refund thereof to the principal owed under the Note or by making a direct payment to Borrower. If a refund is not made, the Note will be paid via partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering the note or 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 and may invoke any remedies permitted by paragraph 19. If Lender does not invoke paragraph 19, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given to the address of the Borrower as last known to Lender by mail unless applicable law requires use of another method. The notice shall be directed to the Property, and to the address of the Borrower designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender at its address as last known to Lender, or to the address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be given to Lender or Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument is held invalid or unenforceable, such provision or clause shall not affect other provisions of this Security Instrument or shall not, in any event, give effect to the invalid or unenforceable provision. To this end the provisions of this Security Instrument and the Note are intended to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of this instrument and the Note by Lender.

17. Transfer of the Property or a Beneficial Interest in Borrower. If the property or a beneficial interest in Borrower is sold or transferred or if a beneficial interest in Borrower is sold or transferred to a third person without the consent of Lender, or if Lender consents, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument and the Note, which shall not be exercised by Lender if exercised, prohibited by federal law or if the sale is to a family member.

If Lender exercises this option, Lender shall give Borrower notice of default and demand that Borrower immediately pay to Lender the sum of \$1000, plus all expenses incurred by Lender in collecting the same. If Borrower fails to pay these sums prior to the expiration of this period, Lender may sue for the amount remaining due, plus costs and attorney's fees, without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower may reinstate the sums secured by this Security Instrument discontinued at any time prior to the date of acceleration, by paying all sums then due and by curing the default (the date of reinstatement) before sale of the Property, provided any power of sale retained by Lender is not exercised before the date of acceleration, forcing the Security Instrument. The conditions are that Borrower (a) pay to Lender all sums then due and (b) cure the default. The date of acceleration and the Note had no acceleration date, (c) any default of any other covenant or agreement of Lender and Borrower in this instrument and the Note, (d) failure to enter into the leasehold instrument in being, but not limited to, reasonable attorney's fees and other legal expenses incurred in effectuating the foregoing, (e) failure to pay to Lender all rents due and owing, (f) failure to pay to Lender all amounts due and owing under the leasehold instrument and the obligations secured hereby, and (g) any other condition or circumstance which Lender deems sufficient to cause this instrument to apply in the case of acceleration, as set forth in this paragraph.

NOTE CONCERNING COVENANTS. Borrower and Lender have read and agreed to the following:

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.

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OCCUPANCY RIDER

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THIS OCCUPANCY RIDER is made this 27th day of February, 1991, 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:

1828 SCHAUMBURG RD., SCHAUMBURG, IL 60194

(the "Lender")

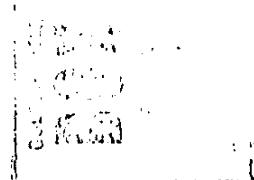
OCCUPANCY REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower further represents, warrants, acknowledges, covenants, and agrees as follows:

The loan (the "Loan") which I have obtained specifically requires that I occupy the property (the "Property") that I am purchasing (or retaining) 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 measurement, 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.

GREGORY V. SCHROTH
GREGORY V. SCHROTH

CHERYL V. LAVAJA
CHERYL V. LAVAJA



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Property of Cook County Clerk's Office

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