

PREPARED BY AND MAILED TO:

PO BOX 169

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

91119817

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MORTGAGE**\$ 16.00**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 28 19.91 ..
The mortgagor is ... WILLIAM E. SCHMIDT AND MARGO D. SCHMIDT, MARRIED TO EACH OTHER

This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO,
which is organized and existing under the laws of THE UNITED STATES OF AMERICA,
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670
("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED NINETY ONE THOUSAND TWO HUNDRED FIFTY & 00/100.....
Dollars (U.S. \$ 191,250.00...). 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 pay-
able on APRIL 1, 1998 This Security Instrument secures to Lender: (a) the repayment of the debt evi-
denced 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 19 IN BLOCK 5 IN NORTH EVANSTON BEING A SUBDIVISION OF PART OF SECTION 12,
TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY
ILLINOIS.

COOK COUNTY, ILLINOIS

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COOK COUNTY CLERK'S OFFICE
MAY 1991

which has the address of 1523 LINCOLN STREET , EVANSTON
(Street) (City)

Illinois ... 60201 ("Property Address"); REAL ESTATE TAX I.D. #: 10 12 204 027
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, 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 fore-
going is referred to in this Security Instrument as the "Property".

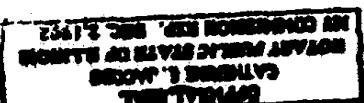
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any en-
cumbrances 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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1901 SOUTH MEYERS ROAD, SUITE 300
MIDWEST MORTGAGE SERVICES, INC.
OAKBROOK TERRACE, IL 60181

This instrument recorded by and
return recorded document to:



Notary Public

Given under my hand and official seal, this day of , 19
Instrument as free and voluntary act, for the uses and purposes herein set forth,
appended before me this day in person, and acknowledged that ARE subscribed to the foregoing instrument,
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument,
certify that WILLIAM E. SCHMIDT AND MARCO D. SCHMIDT, MARRIED TO EACH OTHER
..... a Notary Public in and for said county and state, do hereby

STATE OF ILLINOIS, County of Cook

(Space below this line for Acknowledgment)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

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.

- Other(s) (specify) -YEAR BALLOON
- Graduated Payment Rider Planned Unit Development Rider
- Addendum to Adjustable Rate Rider 24 Family Rider
- Adjustable Rate Rider Condominium Rider

part of this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a
33. Right 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 of this Security Instrument as if the rider(s) were a
34. Waiver of Homeestead. Borrower waives all rights of homestead exemption in the property.
35. Waiver of Homestead. Upon payment of all sums secured by this Security Instrument, Lender shall release this Securi-
ty Instrument without charge to Borrower. Borrower shall pay any recordation costs.
36. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Securi-
ty Instrument, fees, premiums on receivables bonds and reasonable attorney's fees, and when to the sums
implied to, received from to payment of the costs of management of the property and including, but not
to collect the rents of the property including those parts of the property and collection of rents, including, but not
by judicially appointed following judgment judicially, Lender (in person, by agent or
any time prior to the expiration of any period of redemption paragraph 19 or abandonment of the property and a
any time prior to the expiration of any period of acceleration following paragraph 19 or abandonment of the property and a
reasonable attorney's fees and costs of the evidence.

37. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and a
any time prior to the expiration of any period of redemption paragraph 19 or abandonment of the property and a
reasonable attorney's fees and costs of the evidence.

expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to,
may prosecute this Security Instrument by judicial proceeding. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and
default is not cured on or before the date specified in the note, Any rents collected by Lender or its option may require
the non-existence of a default or any other defense of Borrower to assert in the foreclosure proceeding
Borrower of the right to reinstate after acceleration and the right to receive proceeds of
Instrument, foreclosure by judicial proceeding and sale of the property to cure the default on
or before the date specified in the note may result in acceleration of the sums secured by this Security
Instrument, by which the default must be cured; and (d) that failure to cure the date of
notice is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date specified
the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date of
the default; (d) the notice otherwise. The notice shall specify: (a)
don under paragraph 13 and 17 unless applicable law provides otherwise). The notice shall specify:
Borrower's breach of any covenant or agreement to Borrower prior to acceleration
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to accelerating
NON LIQUIDAM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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. 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 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.

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Agreement delayed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law permits) before sale of the Property pursuant to any power of sale contained in this Security Agreement for remittances; or (b) entry of a judgment entitling Plaintiff to security in this Security Agreement before sale of the Property pursuant to any power of sale provided in this Security Agreement.

Leases may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower if Borrower fails to pay these sums prior to the expiration of this period.

If exercise is prohibited by federal law as of the date of this instrument, security shall provide a general disclaimer within which notice shall provide all

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in or right to transfer in Borrower is sold or transferred (or in a beneficial interest (or in all or a portion thereof) to a beneficiary) without the written consent of Lender, prior to the date of transfer, Lender may, at its option, require immediate payment of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender unless it is fully utilized by all sums secured by this Security Instrument.

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

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 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 without the written consent of the parties.

any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke

The reduction will be treated as a partial prepayment with no charge under the Note.

In connection with the loan exceed the permitted limit; (b), then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; (b) any sums already collected from the borrower which exceed permitted limits will be refunded to the borrower. Lenient may choose to make this refund by reducing the principal owed under the Note or by making a different payment. If a refund reduces principal,

with regard to the terms of this Security Interest, Borrower's consent.

Instrumentality instruments only to mortgages; grants no authority under Borrower's obligation to pay the sums received by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or renew or make any accommodations

11. **Accessors and *Angr*'s Bounds:** joint and *Severe* 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-signs this Security instrument but does not execute the Note; (a) is co-signing this Security instrument of paragraph 17, Borrower's covenants and agreements shall be joint and several. Any subjection to the provisions of this Security instrument shall be joint and several.

ment by reason of any demand made by the original Borrower or Borrower's successors in interest. Any holder or
holder in right of remedy shall not be a waiver of or preclude the exercise of any right or

successor in interest. Borrower shall not operate to release the liability of the original successor in interest or otherwise modify amortization of the sums secured by this Security Interest to extend time for payment of the principal amount of the note or otherwise modify amortization of the sums secured by this Security Interest or otherwise to impair the rights of the Lender under this Note.

Excluded or postponed time due date of the momentary payments referred to in paragraphs 1 and 2 of change the amount
of such time is.

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 Deed of Trust instrument, whether or not then due.

Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this security interest shall be reduced by the amount of the proceeds multiplied by (b) 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.

9. **CONDEMNATION.**—The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assignd and shall be paid to Lender.

Lender shall give Borrower notice at the time of or prior to an inspection specifically causing reasonable cause for the inspection.

If Lender, required mortgagor shall pay the premium of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the insurance until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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BALLOON RIDER (CONDITIONAL MODIFICATION & EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this **28TH** day of **FEBRUARY**, **19 91**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **THE FIRST NATIONAL BANK OF CHICAGO** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1523 LINCOLN STREET, EVANSTON, ILLINOIS 60201

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I 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 "Note 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):

1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to extend the Maturity Date to **APRIL FIFTH, 20 21**, and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below, if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Modification and Extension Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE MODIFIED NOTE RATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

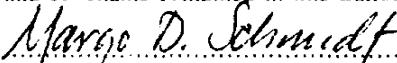
Provided the Modified Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) 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 remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note Holder will notify me at least 60 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 Modification and Extension 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 Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Modified 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 Modified 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 note modification and Maturity Date extension. 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.


WILLIAM E. SCHMIDT (Seal)
Borrower


MARGO D. SCHMIDT (Seal)
Borrower

..... (Seal)
Borrower

(Sign Original Only)

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