

UNOFFICIAL COPY

When recorded return to:
HealthCare Associates Credit Union
1151 E. Warrenville Road
Naperville, Illinois 60566
Attn: Michael S. Scivally

92524043

MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 14th day of July, 19 92 between the Mortgagor, Walter J. Schauer and Eileen J. Schauer his wife, as joint tenants.

(herein "Borrower"), and the Mortgagee, HealthCare Associates Credit Union, a corporation organized and existing under the laws of Illinois, whose address is 1151 E. Warrenville Road, Naperville, Illinois 60566 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

- WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 16,000.00, which indebtedness is evidenced by, Borrower's Loan Repayment and Security Agreement dated 7-20-92 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest at the rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on 07-20-99;
- WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ _____ or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and extensions and renewals thereof (herein "Note"), providing for payments of principal and interest at the rate specified in the Note (herein "contract rate") including any adjustments to the amount of payment or the contract rate if that rate is variable, providing for a credit limit of \$ _____ and an initial advance of at least \$5,000.00

TO SECURE to Lender the repayment of the indebtedness, including any future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 23 BLOCK 13 IN HAZELCREST PARK, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$27.50
T#8888 TRAN-0305 07/16/92 15:38:00
\$1338 + E *-92-524043
COOK COUNTY RECORDER

Permanent Real Estate Index Number(s): 29-30-112-020
which has the address of 16832 Trapet, Hazel Crest, Illinois 60429 (herein "Property Address") and is the Borrower's address.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of Property including those past due. All rents collected by 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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

IN WITNESS WHEREOF Borrower has executed this

Walter J. Schauer

Eileen J. Schauer

STATE OF ILLINOIS, DuPage COUNTY ss:

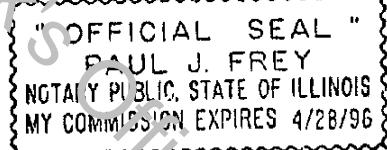
I, Paul Joseph Frey, a Notary Public in and for said county and state, do hereby certify that

Walter J. Schauer and Eileen J. Schauer, his wife, as joint tenants

personally known to me to be the same person(s) whose name(s) bring subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this Tuesday, July 14, 1992

My Commission expires: 4/28/96



- Notary-

(Space Below This Line Reserved For Lender and Recorder)

This Mortgage Prepared by:

Michael S. Scivally
HealthCare Associates Credit Union
1151 E. Warrenville Road
Naperville, Illinois 60566

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1901-1904 9 2 3 6 4 1 3 4 3

TOGETHER with all the improvements now or hereafter granted in life property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property received by the Mortgagor; and all of the foregoing will stand property (or the lesseeshold estate in this Mortgagor's land in fee simple) into heretofore referred to as "the Property."

(In certain "Proprietary Address") and is the Homeowner's address.

Premierum Real Estate Index Number(s): 29-30-112-020
which has the address of 1632 Trappe, Hazel Creek, Illinois 60429

DEPT-01 RECORDING 427.50
T#8888 TRAN 0305 07/16/92 15:38:00
43384 E H-92-524043
DOOK COUNTY RECORDER

LOT 23 BLOCK 13 IN HAZELCREST PARK, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1) WHETHER, BORROWER IS SOLELY TO BE RESPONSIBLE IN THE PLACEMENT OF THE EXCUSE AND MAY BE
ADVISED PURSUANT TO BORROWER'S AGREEMENT WITH LENDER AND ACCORDINGLY
DIFFERENT FROM "NOTE", PROVIDED THAT PAYMENT OF PRINCIPAL AND INTEREST IN THE RATE SPECIFIED IN THE NOTE ("INTEREST RATE") INCLUDING ANY
AND EXCUSES AND RECOMMENDATIONS OF A LENDER AS MAY BE
AND AN EQUAL ADVANCE OF AT LEAST \$5,000.00
AND INFORMATION TO THIS AMOUNT OF PAYMENT OF THE CONTRACT RATE IF THAT RATE IS AVAILABLE, PROVIDING FOR A CREDIT LIMIT OF \$
TO SECURE TO LENDER THE REPAYMENT OF THIS PAYMENT; AND PAYMENT ADVANCE, EVIDENCED BY THE NOTE, WITH INTEREST ACCRUED
UPON EACH CONTRACTIVE BASIS (INCLUDING ANY ADJUSTMENT THEREIN) AND OTHER CHARGES;
THE PAYMENT OF ALL OTHER SUMS, WHICH IN TOTAL EXCEED THE CONTRACTUAL RATE OF PAYMENT OR WHICH ACCRUE DURING THE
PERIOD OF EXISTENCE OF THE CONTRACT, AND THE SECURITY OF THIS MORTGAGE; AND THE
PERFORMANCE OF ALL OTHER OBLIGATIONS OF THE BORROWER; WHICH ARE SET FORTH IN THE CONTRACT.
FOLLOWING DESCRIPTION OF THE DOCUMENTS AND AGREEMENTS OF BORROWER, BORROWER DOES HEREBY ACKNOWLEDGE, WITHOUT AND CONVEY TO LENDER THE
EXCUSES AND RECOMMENDATIONS OF LENDER IN THE PLACEMENT OF THE EXCUSE AND MAY BE

WILBERGAS, Bontower is indebted to Lender in the principal sum of U.S.\$16,000.00.

The following paragraph preceded by a checked box is applicable:

Illinoian, whose address is 1151 E. Warrenville Road, Naperville, Illinois 60596 (herein "Seller"),

THIS MORTGAGE IS MADE THIS 1ST DAY OF JUNE, 1972, BETWEEN THE MORTGAGOR, WALTER F. SCHNEIDER, AND THE MORTGAGEE, DONALD

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

92524043

HealthCare Associates Credit Union
1511 E. Warrenville Road
Naperville, Illinois 60566

9 2 5 2 6

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Upon payment in full of all sums receivable by Lender by this Mortgagor, Lender shall promptly return to Borrower any funds held by Lender, if under paragraph 17 hereof of the Property is sold or otherwise acquired by Lender, Lender shall apply to Borrower's obligations under this Mortgagory prior to sale of the Property or its acquisition by Lender, any Funds held by Lender, and other charges, if any, paid at the time of application as a credit against the amounts receivable by Lender from Borrower for the payment of all sums receivable by Lender by this Mortgagor, Lender shall apply to Borrower's obligations under this Mortgagory prior to sale of the Property or its acquisition by Lender, any Funds held by Lender, and other charges, if any, paid at the time of application as a credit against the amounts receivable by Lender from Borrower for the payment of all sums receivable by Lender by this Mortgagor.

4. Prior Mortgagors and Deed of Trust; Charges; Lien. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security over this Mortgagory, including Borrower's obligations under this Mortgagory prior to sale of the Property or its acquisition by Lender, any Funds held by Lender, and other charges, if any, paid at the time of application as a credit against the amounts receivable by Lender from Borrower for the payment of all sums receivable by Lender by this Mortgagor.

5. Hazard Insurance. Borrower shall keep the insurance policies on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require.

This insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals subject to approval by Lender shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereon, subject to the same as security for the payment of the sum secured by this Mortgagory.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender; Lender will make proof of loss if not made to Borrower first, who may file a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds of Lender's option either to restoration or repair of the Property or to the sum secured by this Mortgagory.

If this Property is abandoned by Borrower, or if Borrower fails to respond to Lender 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 authorized to collect and apply the insurance proceeds of Lender's option to repair or to restore to the sum secured by this Mortgagory.

6. Preservation and Maintenance of Property; Leaseholds; condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the provisions of any lease it is on a unit in a condominium or planned unit development, without the consent of Lender.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgagory or if any action or proceeding is commenced which materially affects Lender's interest in the Property, at Lender's option, upon notice to Borrower, Lender may exercise any rights available to Lender under this Mortgagory.

Borrower agrees to pay to Lender, any Funds held by Lender, and other charges, if any, paid at the time of application as a credit against the amounts receivable by Lender from Borrower for the payment of all sums receivable by Lender.

UNIFORM COVENANTS. Boundary and Land-use covenant and agree as follows:

UNIFORM COVENANTS. Boardroom and shareholder and creditor covenants and agree as follows:

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 covenants that Borrower will defend generally and title to the Property against all claims and demands, subject to encumbrances of record.

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8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has Priority over this Mortgage.

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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceeding against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it, or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

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18. **Borrower's Right to Relocate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of Property including those past due. All rents collected by 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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

IN WITNESS WHEREOF Borrower has executed this

Walter J. Schauer

Eileen J. Schauer

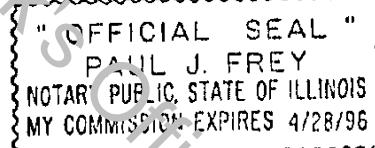
STATE OF ILLINOIS, DuPage COUNTY ss:

I, Paul Joseph Frey, a Notary Public in and for said county and state, do hereby certify that

Walter J. Schauer and Eileen J. Schauer, his wife, as joint tenants

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 I he y signed and delivered the said instrument as Their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this Tuesday, July 14, 1992



My Commission expires: 4/28/96

- Notary-

(Space Below This Line Reserved For Lender and Recorder)

This Mortgage Prepared by:

Michael S. Scivally
HealthCare Associates Credit Union
1151 E. Warrenville Road
Naperville, Illinois 60566