

# UNOFFICIAL COPY

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**After Recording Mail To:**

HIGHEST FUNDING CORPORATION  
1020 KIRK STREET, SUITE 401  
DOWNERS GROVE, ILLINOIS 605

92508947

**LOAN NO. 7392265**

[View All Products For Manufacturing Costs](#)

## **MORTGAGE**

"THIS MORTGAGE ("Security Instrument") is given on JULY 20, 1992  
ARTHUR L. SCHULDT and DEBRA L. SCHULDT, HIS WIFE

This Security Instrument is given to **WEST FUNDING CORPORATION**,  
**AMERICAN CORPORATION**, which is organized and existing under the laws of **ILLINOIS**, and whose address is  
1020 S. 39th Street, Suite 401, Downers Grove, IL 60515 ("Lender").  
Borrower owes Lender the principal sum of One Hundred Thirty Thousand Dollars 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 August 1, 2007. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Custer County, Minnesota:

LOT 30 OF PARK HILL SUBDIVISION UNIT NO. 2 BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 36-NORTH, RANGE 12-EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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#### **DATA ENTRY RECORDER**

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*Journal of Health Politics, Policy and Law*

9161 SÜDCASTER LÄNGE

#### **RECOMMENDATION**

110-60462

"Property Address") is

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 encumbrance of record.

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11/10/2023 Page 2 of 3  
LAWMA / PHILIPPINE AIR FORCE INFORMATION INTELLIGENCE

Property insured against losses by fire, hazards included within the term, extended coverage, and any other hazards specified or occurring to property under a option, obtain coverage to protect lessee's rights in the Property in accordance with lessee's approval which shall not be unreasonable withheld. If Borrower fails to maintain coverage described to lessee under regulations, The insurance carrier providing the insurance shall be chosen by Borrower for the periods that lessee requires. The insurance carrier providing the insurance shall be chosen by Borrower for the periods that lessee requires. The insurance carrier providing the insurance shall be chosen by Borrower for the periods that lessee requires. The insurance carrier providing the insurance shall be chosen by Borrower for the periods that lessee requires.

4. Charges: Lenses. Borrower shall pay all taxes, assessments, charges, fees and interest, losses attributable to the property which may attach priority over the Security Instrument, and lessee shall pay amounts of ground rents, if any.

3. Application of Penalties. Unless otherwise provided by law, penalties shall be applied: first, to any preparatory charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the applicable law. Lender may so notify Borrower in writing. By Lender at any time it has sufficient to pay the Escrow fees, when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Interest, Lender shall promptly refund to Borrower any funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Interest.

the principal of profit and interest; Programming and Logic Charges; Borrower small program Pay when due

UNIFORM GOVERNOR'S BORROWER AND LENDER COVENANT AND SUGGESTED FORMS

**THIS SECURITY INSTRUMENT COMBINES UNIFORM CONVENTIONS FOR NATIONAL USE AND NON-UNIFORM CONVENTIONS WITH LIMITED VARIATIONS BY JURISDICTION TO CONNECTIVE & UNIFORM SECURITY INSTRUMENT COVENANTS WITH PROPERTY.**

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9 2 5 5 3 3 4 LOAN NO. 7502265

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;**  
**Leaseholds.** 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 foreclosure 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 may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of 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 materially 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 this merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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16. **Borrower's Copy.** Borrower shall be given one controlled copy of the Notes and of this Security Instrument.  
 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

14. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address set forth herein or by other address Lender designates by notice to Lender. Any notice provided for in this Security Instrument shall be given to Borrower at the address provided for in this Security Instrument to Lender. Any notice given to Borrower under power of attorney shall be given to the attorney-in-fact at the address provided for in this Security Instrument to Lender.

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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges cannot be collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be repaid without any prepayment charge under the Note.

mortgage, grant and convey to the Proprietor's interest in the Property under the terms of this Security Instrument; (b) to mortgage, grant and convey to the Proprietor's interest in the Property under the terms of this Security Instrument; (c) agrees that lessee shall pay the sums secured by this Security Interest, and (d) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (e) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (f) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (g) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (h) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (i) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (j) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (k) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (l) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (m) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (n) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (o) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (p) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (q) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (r) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (s) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (t) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (u) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (v) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (w) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (x) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (y) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest, and (z) agrees that lessor and any other not personally obligated to pay the sums secured by this Security Interest.

11. Borrower Not Releasees; Form of Notice by Lender Not a Waiver. Extension of the time for payment of modification of amortization of the sum 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's successors in interest last. Lender shall not be required to commence proceedings against any successor in interest or otherwise modify amortization of the sum secured by the original Borrower's successors in interest for payment of other amounts due by Borrower under this Security instrument than the amount of principal and interest then due.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverings and agreements of this Security instrument shall bind and benefit the successors and assigns of lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverings and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) co-signing this Security instrument only to

post done the due date of the mortify payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Proprietary abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender's authority to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sum secured by this Security Instrument, whether or not then due.

gives Borrower notice of or prior to an inspection specifying reasons for the inspection. Lender may assign  
any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby  
assigned and shall be paid to Lender.

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secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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 recording costs.

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

24. RELEASE OF PROPERTY. This instrument is given for a debt, the payment of which is secured by the property described in the instrument. The debt is fully paid and satisfied by the sum of \$100,000.00. The instrument is released and discharged. The instrument is executed in the State of Illinois.

Social Security Number _____		STATE OF ILLINOIS.	
(Space below this line for Acknowledgment)		I, <u>The Undersigned</u> , THE ARTNUR L. SCHULD, AND DESKA L. SCHULD, HIS WIFE of <u>County</u> , COUNTY OF <u>McHenry</u> , PERSONALLY known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is my free and voluntary act, for the uses and purposes therin set forth, Given under my hand and official seal, this <u>26th</u> day of <u>July</u> , <u>1992</u> .	
County ss:		<p style="text-align: center;"><b>OFFICIAL SEAL.</b></p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>MY COMMISSION PUBLIC STATE OF ILLINOIS</b>  <b>MY COMMISSION PUBLIC STATE OF ILLINOIS EXPRESSES 8-8-93</b> </div>	
<p style="text-align: right;">Nancy Puhle</p> <p>This instrument was prepared by: JULI L MOLSKI MIDWEST FUNDIMG CORPORATION 1020 31st STREET, SUITE 401 DOWNERS GROVE, ILLINOIS 60515</p>			

(Social Security Number)	44-47-9504	AKTHUR L. SCHULDIT	Social Security Number
(Name)	Debra L. Schuldit		Social Security Number
(Social Security Number)	338-52-4438	DEBRA L. SCHULDIT	Social Security Number
(Name)	Debra L. Schuldit		Social Security Number

MESSAGE FROM THE

Whales:

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any adder(s) executed by Borrower and recorded with it.**

- Admitted Rate Rider       Conditional Rider       Biweekly Payment Rider  
 1-4 Family Rider       Planned Unit Development Rider       Rate Improvement Rider  
 Balloon Rider       Second Home Rider       Other(s) [Specify]

24. Rides to this Security Instrument if one or more are excused by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

LOAN NO. 7522255