

UNOFFICIAL MORTGAGE COPY 02681335

The MORTGAGOR(S): Juanita M. Schmolder Trust dated May 01, 1990 3 3 5
of the City of Flossmoor, County of Cook, and State of Illinois.
MORTGAGEE(S) and WARRANTOR(S) to First National Bank In Harvey, a(n) National Banking Association,
with its principal place of business in 174 E. 154th Street, Harvey, Illinois, the Mortgagee, the
following described real estate situated in the County of Cook in the State of Illinois:

Unit Number 308 as delineated on Survey of the following described parcel of real estate:
Lot 3 in Tamarac in Flossmoor subdivision, Unit No. 1, being a subdivision of part of the
Southeast 1/4 of Section 11, Township 35 North, Range 13 East of the Third Principal Meridian,
which survey is attached as Exhibit 'A' to declaration of condo ownership made by the American
National Bank and Trust Company of Chicago, A National Banking Association, as Trustee under
Trust Agreement dated October 1, 1971 known as Trust Number 22-75637-00-3 and recorded as
Document 22356338, together with its undivided percentage interest in **THIS INSTRUMENT PREPARED BY:**
the common elements, in Cook County, Illinois,
together with an easement in and to parking spaces No. 3 and 4 defined
and set forth in said declaration and survey, in Cook County, Illinois.**

Permanent Tax No. 31-11-405-027-1023
commonly known as 3429 Vollmer Road, Unit No. 308 (Street),
Flossmoor (City), Illinois, 60422 (Zip Code),
(Premises)

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and
profits, and all right, title, and interest of the Mortgagor(s) in and to said real estate.

The Mortgagor(s) hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement and Note dated September 4,
1992 (hereinafter called "Note") between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's
office. This Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant
to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execu-
tion hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding
at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total

amount secured hereby shall not exceed \$ 110,000.00 (One Hundred Ten Thousand and no/100 Dollars)
plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus
interest on such disbursements.

MORTGAGOR(S) COVENANT AND WARRANT:

1. To pay the indebtedness as hereinbefore provided.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be
complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair,
restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed
by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the
lien of this Mortgage without the prior written consent of the Mortgagee.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning,
windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by
the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured
against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mor-
tgagee. Mortgagor(s) shall deliver to Mortgagee with Mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagee(s)
grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable
thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the
Mortgagee toward the payment of the moneys secured by this Mortgage or be paid over wholly or in part to the Mortgagor(s) for the repair
of said buildings or for the erection of new buildings in their place.
4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed
or liens on or levied against the premises or any part thereof.
5. Mortgagor(s) have good title to the premises and have the right to Mortgage the same and shall make, execute, acknowledge or deliver
in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively
carrying out the Mortgage to the premises described and shall defend said premises from all and any persons, firm or corporation deriving
any estate, title or interest therein against said Mortgagor(s) and all persons claiming through the Mortgagor(s).
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.
8. In the event of default in the performance of any of the Mortgagor(s) covenants or agreements herein, the Mortgagee, at the Mortgagee's
option, may perform the same, and the cost thereof with interest at R + 3.00% per annum shall immediately be due from Mortgagor(s)
to Mortgagee and included as part of the indebtedness secured by this Mortgage.
9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the
following events: (a) if Mortgagor(s) fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement;
(b) if Mortgagor(s) have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagor(s) have engaged
in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such securi-
ty including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the Mortgage hereunder,
which default is not corrected by Mortgagor(s) within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics'
or otherwise, against the premises (iii) the assignment by Mortgagor(s) for the benefit of creditors (iv) the appointment of a receiver, li-
quidator or trustee of the premises and the adjudication of the Mortgagor(s) to be bankrupt or insolvent or the failure to make payments
under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness;
and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this Mortgage or by any other legal
or equitable procedure without notice or declaration of such action.
10. Upon or at any time after filing a suit to foreclose this Mortgage, the court in which such suit is filed may appoint any qualified person,
corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may
be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver
shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case
of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the Mortgagor(s), except
for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary
or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver
out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens,
if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
11. In any suit to foreclose the lien of this Mortgage there shall be allowed and included as additional indebtedness in the decree for sale
all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys'
fees, appraisers' fees, surveys, title searches and similar data.
12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this Mortgage.

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- 13. The rights and remedies of the Mortgagor are cumulative and may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagor to exercise such rights or remedies or any of them, however often, shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagor(s)" shall include all parties executing this Mortgage, their respective heirs, personal representatives, and assigns.
- 15. To keep the Property free of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq., (the Hazardous Materials Transportation Act), as amended (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §9601 et seq.), and in the regulations adopted, and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation.

X) (Individuals sign here)

IN WITNESS WHEREOF, Mortgagor(s) have set their hands and seals this 4th day of September, 1992.

Juanita M. Schneider (SEAL) _____ (SEAL)
 Juanita M. Schneider, Trustee dated May 1, 1990
Juanita M. Schneider (SEAL) _____ (SEAL)

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

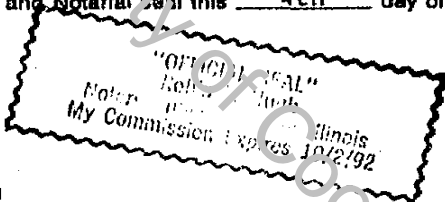
I, _____ the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that Juanita M. Schneider and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 4th day of September, 1992.

Robin McHugh
 Notary Public

My Commission Expires:

10-2-92



(Trustee's Sign Here)
 THIS MORTGAGE is executed by the _____, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in _____ as such Trustee (and said _____ hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said _____ personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said _____ personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, _____, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____, and its corporate seal to be hereunto affixed and attested by its _____ the day and year first above written.

As Trustee as aforesaid and not personally,

By _____

COOK COUNTY, ILLINOIS
 REC'D SEP 15 1992

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

1992 SEP 15 AM 11:39

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a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that _____ of the _____, and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____.

My Commission expires: _____ Notary Public

MAIL TO: Prepared By

First National Bank in Harvey
174 E. 154th St.
Harvey, IL 60426

Place in Recorders Office Box Number _____

BOX 333

73-60-619 O.F. L.A.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 4th day of September, 1992, 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 ELERF NATIONAL BANK IN HARVEY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3439 Volkmers Road, Elombrook, Illinois 60422 Unit 308 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: TAMARAC IN ELOMBROOK (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Juanita M. Schneider Trust Dated 5/1/1990 (Seal)
Juanita M. Schneider Trust Dated 5/1/1990

Juanita M. Schneider (Seal)
Borrower

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Property of Cook County Clerk's Office

2025/01/08