

PREPARED BY:
SALLY SPENA
CHICAGO, IL 60656

UNOFFICIAL COPY

RECORD AND RETURN TO:

COLUMBIA NATIONAL BANK OF CHICAGO
5231 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60656

CNBMC
BOX 054

[Space Above This Line For Recording Data]

MORTGAGE

353817

THIS MORTGAGE ("Security Instrument") is given on AUGUST 31, 1993
PHILIP A. SCHROEDER
AND SUSAN M. SCHROEDER, HUSBAND AND WIFE

The mortgagor is

31⁰⁰/BANK

("Borrower"). This Security Instrument is given to
COLUMBIA NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of UNITED STATES OF AMERICA
address is 5231 NORTH HARLEM AVENUE
CHICAGO, ILLINOIS 60656

, and whose

NINETY THOUSAND
AND 00/100
("Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 90,000.00).

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 OCTOBER 1, 2008

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 COOK

County, Illinois:
LOT 29 AND THE NORTH 10 FEET OF LOT 28 IN BLOCK 6 IN KEARNEY'S OAK PARK
SUBDIVISION OF BLOCKS 5 TO 8 IN SHIPPEN'S ADDITION TO OAK PARK, A
SUBDIVISION OF LOTS 1 TO 4 OF LOT 7 IN SUBDIVISION OF SECTION 18,
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
(EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4), IN COOK COUNTY, ILLINOIS.

16-18-315-035

COOK COUNTY, ILLINOIS
FILED FOR RECORD

which has the address of 1039 SOUTH OAK PARK AVENUE, OAK PARK
Illinois 60304
Zip Code

Street, City,

DPS 1000
Form 2014-7-200

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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VNP MORTGAGE FORMS - 13130283-0100 - 0904621-7201

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third, to recover debts, fourth, to principal due; and last, to any late charges due under the Note.

4. Changes; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions deductible to the Property or Security over the Security Instrument, and reasonable payments or ground rents, if any. Borrower shall pay all expenses of recovering title to the Property or Security, and the costs of any suit or action to collect the same.

If Borrower makes late payments directly, Borrower shall promptly furnish to Lender records evidencing the payments.

In the event of payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

3. Application of Penalties. Unless applicable law provides otherwise, all payments made by Lender under paragraphs 2, and 2 shall be applied first, to any prepayment charges due under the Note; second, to accrued payable under paragraph 2;

twelve months by payee, in Lender's sole discretion.

If the Funds held by Leander exceed the amount permissible, to be held by Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Leander is not sufficient to pay the amount necessary to make up the deficiency. Leander shall make up the deficiency in no more than thirty days after Leander receives written notice of such deficiency.

debts to the UN funds were made. The funds are pledged as security for all sums received by the Security Committee.

Verifying the Extracted Lines, utilizes Lester's private Borrower Interests on the Funds and applies them to make sure a charge. However, Lester may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lester in connection with his loan, unless applicable law provides otherwise. Unless an agreement is made or agreed to be paid, Lester, shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lester may agree to verify, however, that internet shall be paid on the Funds. Under this arrangement, Borrower and Lester may agree to verify, however, that internet shall be paid on the Funds. Under this arrangement, there are several accounts of the Funds, which can be credited and debited to the Funds and the purpose for which each

Understand many techniques that can be used to estimate the effects of cultural and social responses to emergencies or disasters.

related entities) may require for Borrower's growth account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall apply to the Funds.

2. Friends for Taxes and Instruments. Subjects to applicable law or to a written waiver by Lessee, Borrower shall pay the Lessor or the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Friends") for: (a) yearly leasehold payments without any action priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may affect security interest in instruments as a lien on the Property; (c) yearly leasehold payments or ground rents on the property, if any; (d) yearly flood insurance premiums; (e) yearly home insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Friends" and shall be collected and held funds in an amount not to exceed the maximum amount a lessee for a federal

1. **Principles of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under this Note.

UNIFORM COVENANTS. Borrower and Lender covenant to observe as follows:

THIS SECURITY INSTRUMENT combines uniform coverings for married use and non-uniform coverings with limited

BORROWER'S CERTIFICATION I, the Borrower, do hereby swear or declare under penalty of perjury that the Property is lawfully mine and that the details hereto conveyed are true to the best of my knowledge,

1900-1910 WITH THE EXCEPTION OF THE FIRST FIVE YEARS, THE NUMBER OF INMATES IN THE STATE PRISON HAS BEEN INCREASED EACH YEAR.

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payments may no longer be required), at the option of Lender, if mortgage insurance coverage (in the amount and for the period 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.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 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 refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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 stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause 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 which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

07-8 1002
Form 3014-8030
[Signature]

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CNBMG Form 30A 8/80

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8. Mortgagor Insurance: If Lender requires 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 required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the original coverage equivalent to the mortgage insurance previously in effect. Lender shall pay the premium required to maintain coverage equivalent to the mortgage insurance in effect, from an ultimate mortgage insurer approved by Lender, if such is available, or otherwise pay the premium required to maintain coverage equivalent to the mortgage insurance in effect, from a company which has been approved by the state insurance department to do business in the state where the property is located. Lender will accept, as and retain these payments as a loss reserve in lieu of mortgage insurance. Lender retains one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, as and retain these payments as a loss reserve in lieu of mortgage insurance. Lender reserves

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of *Farmers* 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

Unless Lessee and Borrower otherwise agree in writing, insurance proceeds shall be applied to resolution of disputes of title
Property disposed of, if the resolution of regular or extraordinary leasehold and Lessee's security is not released. If the resolution of
regular or extraordinary leasehold and Lessee's security would be leased, the insurance proceeds shall be applied to the same
expenses Lessee and Borrower otherwise agree in writing, insurance proceeds shall be applied to resolution of disputes of title
to the Property prior to the acquisition shall pass to the extent of the sum secured by this Security instrument
unless Paragraph 2 of the warranty is acquired by Lessee, Borrower's right to any insurance policies and proceeds resulting from
leases which do not exceed the amount of the payments. If
Paragraph 2 of the warranty is required to be paid to the extent of the sum secured by this Security instrument
Paragraph 2 of the warranty is required to be paid to the extent of the sum secured by this Security instrument.

5. **Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods property hazard losses by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods in which Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the property as set forth in the paragraph 7.

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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 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 to 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 recordation costs.

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

DPS 1003

Form 3014-2020

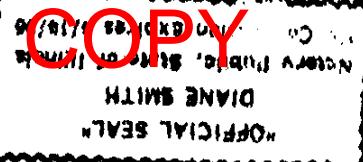
CNRMC
BOX 054

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OPB 1094

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DIANE SMITH
OFFICIAL SEAL



Notary Public

My Commission Expires 4/14/96

Given under my hand and affidavit made this 31st day of August
free and voluntary act, for the uses and purposes herein set forth
made this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
Personally known to me to be the same persons whose names are attached to the foregoing instrument, appeared before
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR

PHILLIP A. SCHROEDER AND SUSAN M. SCHROEDER, HUSBAND AND WIFE

County and State do hereby certify that

1. Undersigned

STATE OF ILLINOIS, COOK

County of

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witness

Borrower
(Seal)

Witness

Borrower
(Seal)

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

- | | | | | | | |
|---|---|---|---|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Monthly Payment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Monthly Payment Rider | <input type="checkbox"/> Standard Rider | <input type="checkbox"/> Biweekly Rider | <input type="checkbox"/> Standard Rider | <input type="checkbox"/> V.A. Rider |

(Check applicable box(es))

24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the governing and agreements of each such rider shall be incorporated into and shall form part of this Security Instrument and supplement the Security Instrument as if the (rider(s) were a part of this Security Instrument).

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