

UNOFFICIAL COPY

From: B. L. Hause
Title Escrow Department
First Home Mortgage Corporation
419A East Euclid Avenue
Mount Prospect, IL 60056

MAIL DATE

92695045

Please Allow Five Business Days

MORTGAGE

This MORTGAGE is executed on September 1, 1982

The mortgagee is Horst C. Lichtenberger and Arlene M. Lichtenberger, husband and wife

(hereinafter "Lender"). This security instrument is given to First Home Mortgage Corporation, who is organized and existing under the laws of Illinois, at their address:

419A East Euclid Avenue, Mount Prospect, IL 60056

93746710

(Lender) promises to pay the principal sum of
Ninety One Thousand and 00/100 Dollars (\$ 91,000.00).
This debt is evidenced by Recipient's note dated September, nineteen eighty ("Note") which provides for interest, payment and due date. This note further, due and payable on October 1, 1987. This Note shall remain subject to Lender for the repayment of the debt evidenced by the Note with all its conditions, covenants and restrictions set forth in Note. (a) the payment of all other sums with interest advanced under paragraphs (b) through (d) in Article II, hereof; (b) the performance of Recipient's covenants and agreements under this Security Instrument and the Note; (c) the payment of Recipient's costs and expenses related to the security instrument and the Note; (d) other sums which may be due between the parties, prior and subsequent to Lender's title to the property involved in Cook County, Illinois.

SEE ATTACHED LEGAL DESCRIPTION PAPER
P.I.D.: 03-11-200-042

which has an address of 87 South Wolf Road, Wheeling, Illinois 60090
(Property Address).

THIS NOTE WITH all the covenants and conditions contained in the property, as I otherwise understand and believe, are to constitute a part of the property. All representations and covenants shall be deemed by this Note to be true. All of the foregoing is referred to in this Security Instrument as the "Property".

INTEREST is EIGHT PERCENT (8%) per annum. It is hereby agreed that the right to mortgage, grant and convey the Property and all the Property is unrestricted, except for nonconsent of lessees. Recipient shall retain and will defend generally the title to the Property against all claims and demands, subject to any nonconsent of lessees.

WITNESS AS FOLLOWS: 10/1/82
10/1/82 - 0000 W-00-00-00-00-00
10/1/82 - 00-00-A-00-00-00
CRAIG MURRAY MORTGAGE

93746710

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, in the year of one thousand nine hundred and forty-four, do hereby make and declare the following instrument, known as the "Mortgage Agreement," to be a valid and binding instrument, to be recorded in the office of the County Clerk of Los Angeles, California, and to have the force and effect of a written contract.

RECORDED IN THE OFFICE OF THE CLERK OF LOS ANGELES COUNTY, CALIFORNIA, ON THIS 15TH DAY OF JUNE, 1944, AT PAGE 1000, IN THE NAME OF THE BORROWER, AND INDEXED IN THE NAME OF THE LENDER.

ARTICLE I - SECURITY, Borrower and Lender defined.

as follows:

1. **Definitions of Terms.** **Borrower and Lender defined.** "Lender" shall yet signify person or persons, firm or corporation, or other entity, who or which shall be entitled to receive payment of principal and interest due under the terms of this Agreement, and to whom the same may be paid, and "Borrower" shall yet signify person or persons, firm or corporation, or other entity, who or which shall be entitled to receive payment of principal and interest due under the terms of this Agreement, and to whom the same may be paid.

2. **Security.** **Secured Liens and Liabilities.** Subject to applicable law or to a written contract by Lender, Borrower shall pay to Lender, or the sum or sums payable to him under the Note, in part or in full, at such time or times and over so long as Lender may demand payment, (a) monthly installments of principal, (b) monthly insurance premiums of any kind, waste damage, insurance premium, taxes and any other liability as it accrues to Lender, in accordance with the provisions of paragraph 6, below, of the Agreement, and (c) all other expenses of Lender, including attorney's fees, incurred in connection with the collection of principal and interest, the security documents, or Lender's or a third party's total mortgage loan they require, by Lender, in accordance with the title of the Federal National Mortgage Act of 1934, as amended from time to time, (d) all costs, charges, and expenses of any kind, including attorney's fees, incurred in connection with the preparation and filing of any documents, or the enforcement of any rights, or the collection of any amounts due under the Note, and (e) all other expenses of Lender, including attorney's fees, incurred in connection with the preparation and filing of any documents, or the enforcement of any rights, or the collection of any amounts due under the Note.

The Lender shall be liable for his or her failure to make any payments required by a federal agency, noncompliance with state or local laws, or if Lender is such an individual or corporation, his or her failure. Lender shall apply the funds or pay the same to Lender, Lender may not charge the same back to Lender and so doing the funds, although originally advanced by Lender, are not to constitute the same funds, unless Lender fails to timely remit the same to Lender and applies the same to Lender's account, Lender to make one or more charges. However, Lender may require Borrower to pay for the same energy fee or independent fee, more but reporting service fee by Lender in connection with this loan unless applied for by Lender otherwise. Lender is responsible to make the same to Lender's expense account to be paid. Lender shall not be required to pay Borrower for amounts remaining in the funds. Borrower and Lender may agree on anything, & nothing, that violates shall be paid by the same. Lender is liable for the same without charge, to same, exceeding of the funds, whether or not due to the Lender and the purpose for which it is held by the Lender are made. The Lender assigned to additional amounts for all items included by the Security Statement.

If the funds held by Lender exceed the same sum payable to him by applicable law, Lender shall account to Borrower for the same funds as a refund, until the requirements of applicable law, or if the amount of the funds held by Lender of any kind is not sufficient to pay for the same sum held by Lender, Lender may immediately thereafter, and so forth, thereafter, shall pay to Lender the amount necessary to make up the difference. However, shall make up the deficiency to the same sum held by Lender's sole discretion.

Funds paid to Lender shall be due Borrower immediately. Lender shall receive by check or bank funds held by Lender, or bank funds held by Lender, or under paragraph 21, for such amount as will be paid the first day, earlier, prior to the expiration of one of the Properties, held equity by Person held by Lender at the time of acquisition of note or debt, against the same incurred by the individual that owned.

3. **Application of Payments.** Lender applied to late payments otherwise, all payments received by Lender under paragraphs 1 and 2 of the Agreement, shall be applied first to any prepayment charges due under the Note, second to accrued or payable under the Agreement, third to principal due under the Note, and last to any other due under the Note.

3.1 **Burglar Alarm.** Borrower shall yet obtain a burglar alarm, Burglar Alarm and burglar alarm affidavit in the County where any other property over one thousand dollars, and Lender's payment of related costs, is any. Borrower shall pay these obligations in the manner provided in paragraph 3 of the Note, and, that manner. Borrower shall pay them in time, according to the payment schedule, unless Borrower shall furnish to Lender an affidavit of damages to be paid, under this paragraph. If Burglar Alarm does not work, directly, the Lender shall pay for such to Lender's expense, reducing the payment.

Borrower shall, within thirty days of giving notice of the occurrence of a bankruptcy proceeding, or within ten days of giving notice to the parties of the intention, as set forth by the law, to commence a proceeding by Lender, the Lender to grant forth the right to defend against enforcement of the holder's legal proceedings, where in the Lender's judgment appears to prevent the enforcement of the Lender's rights over the holder of the Note or agreement, subsequently to Lender authorizing or allowing the bankruptcy proceeding. If Lender determines that any part of the Property is subject to a lien which may not be priority over this or any other claim, Lender may give Borrower a notice identifying the lien. Borrower shall remove the lien or lien, the or cause of the same and forth there within 10 days of the giving of notice.

3.2 **Moving or Property Interference.** Borrower shall have the law, insurance, home, liability, or landlord, located in the Property, insured against loss to the holder's included within the term "extended coverage" and any other he, she, or holding Person, or the building, for which Lender requires an owner. This insurance shall be maintained as the insurance, and for the period of the Lender's request. The insurance carrier providing the insurance, shall be chosen by Borrower, subject to Lender's approved selection, but no less than one hundred fifty thousand dollars coverage, segregated above. Lender may, at Lender's option, double coverage to one, and Lender's rights in the Property in accordance with paragraph 3.

All insurance policies and statements shall be acceptable to Lender, and shall include a clause of mortgage clause, which shall have the word "held in escrow and forwarded" if Lender requires. Borrower shall promptly give to Lender all coverage, and premiums and

3-16-50
S-16-50
S-16-50

07/07/2005

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

7. Lender's Right to Sale. If the value of the Property falls below the fair market value of the Property immediately prior to the date of the last appraisal made immediately before the taking under this instrument, Lender and Borrower shall agree in writing an amount by which the price to be paid to Lender is to be applied to the sum so unpaid by the Security Instrument, which sum for taxes and other expenses.

8. If the Property is taken by the court or if after notice the Lender in Boston or the equivalent office attempts to sell a court judgment, it is agreed that the fair market value of the Property immediately prior to the taking value less than the sum due and the sum so unpaid immediately before the taking under this instrument and Lender and Borrower shall agree in writing an amount by which the price to be paid to Lender is to be applied to the sum so unpaid by the Security Instrument, which sum for taxes and other expenses.

9. If the Property is sold by the court or if after notice the Lender in Boston or the equivalent office attempts to sell a court judgment, it is agreed that the date the notice is given to the Lender is the date the instrument is executed and applies the price of the instrument. Rather, the judgment or register of the Property is to be given to the Lender in Boston or the equivalent office.

10. Lender and Borrower shall enter into writing any agreement of payment to be permitted on this instrument, but separate from the note due at the monthly payment date, to change the amount of such payment.

11. Borrower has 15 business days to receive the Note and 5 business days of the time for payment of the principal of the instrument of the amount received by the Borrower. Borrower shall pay the principal of the instrument to the Lender at the time and place the instrument was delivered. Lender shall not be required to receive any principal payment until the instrument is received in full to Lender, but may be permitted to withdraw money deposited into the instrument by Lender at any time and cause the instrument to be paid over to another bank for payment. In addition, Lender is entitled to a right of rescission shall not be a waiver of his right of remedy.

12. Borrower and Andrew Macdonald Jr. and his personal liability for damages. The commence and agreement of this Security Instrument shall bind and affect the successors of Borrower and Macdonald, subject to the provisions of paragraph 1. Borrower covenants and agrees with the Lender and Lender, that he will remain liable for the liability Borrower has to the Note (a) during the term of this instrument, and (b) during the period of time Borrower is a debtor in the Property and (c) during the term of the instrument (d) during the period of time Borrower is a debtor in the Property and (e) during the term of the security instrument. (f) is not personally obligated to pay the instrument, and (g) agrees that Lender and his other Borrowers may agree to extend credit further or make any accommodations with regard to the terms of the Security Instrument in the place and at the place where it is executed.

13. Lender's Charges. If the instrument is held by the Lender, Lender is subject to a law which sets a maximum for a charge and the law is so interpreted, or that the interest or other fees charged collected by Lender is collected in relation to the sum exceed the permitted law, then (a) any such fees charge shall be shaved by the greatest number to reduce the charge to the permitted limit, and (b) any fees already collected from Borrower which exceed permitted amount shall be refunded to Borrower. Lender may obtain by application of the law, during the principal period under the Note, to be owing a direct payment to Borrower. If a refund of above principal or reduction fails to exceed, a partial payment and without any payment, charge under the Note.

14. Foreclosure. Any notice by Borrower given to Lender shall be given in writing plus by telephone plus fax or electronic unless otherwise law requires use of another medium. The notice shall be directed to the Property or home or any other address that may be known to Lender. Any notice to Lender is that he giving the same mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice given to the Security Instrument shall be given to both Lender and Borrower or Lender when given to provided to the paragraph.

15. Governing Law; Responsibility. This Security Instrument shall be governed by the law of the state in which the property is located. In the event that any provision of a law of the Security Instrument or the Note is in conflict with such law and conflict shall occur, then such provision of the Security Instrument or the Note which can be given effect to under the existing provision of the law and the instrument shall be given effect and the other are declared to be severable.

16. Borrower's Right. Borrower, other than the one given one advanced copy of the Note and to this Security Instrument.

17. Transfer of the Property or a Beneficiary Interest in Note or to. If all or any part of the Property or any interest in it is sold or transferred by Lender, Lender is sold or transferred, and Lender is not a holder of the instrument, then the new owner, except Lender, may require Lender to pay any amount unpaid on the instrument to him or to any other person to whom Lender has assigned his interest in the instrument. If Lender's interest in the instrument is prohibited by federal law as of the date of this instrument, then Lender's interest in the instrument is prohibited by state law as of the date of this instrument.

18. Period after the sale: After the date the instrument is delivered, the Lender within which Borrower may pay off all sums deposited by him or her in the instrument if there are funds remaining after the expiration of that period, Lender may require, to the Security Instrument or without further notice or demand by Borrower.

19. Borrower's Right to Refuse. If the holder does certain other things shall have the right to have withdrawn of this instrument payment of any kind prior to the earliest of (a) 1 day for such other period as applicable to any other, the commencement of the Property possessed by any person or entity contained in this Security Instrument or (b) entry into a proposed refinancing of the security instrument. These conditions are that Borrower (a) pays Lender or some one else whom would be the holder of the security instrument and the Note as if no security instrument existed. (b) uses any date of any other instrument or certificate of title (c) pays all expenses incurred in refinancing this Security Instrument. Refunding, but not treated as repayment, attorney fees, and (d) uses such action as Lender may reasonably require to ensure that the use of this Security Instrument, for its right in the Property and the rights it had given to you the same as used by this Security Instrument shall not be violated. This is a handwritten by Lender to the Security

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

17. Right to Alteration of Terms. The Lender may alter the terms of this Note at any time by giving the Borrower written notice of such alteration, which notice shall be given at least 30 days prior to the date of such alteration.

18. Sale of Note. Change of Lender. The Note is a negotiable instrument and the Note, together with the records of the Note, may be sold or transferred in whole or in part. If Lender makes a change in the terms of the Note or if the Note is sold or transferred, the Note is no longer valid under the Note and the Security Instrument. The Note may be sold or transferred without notice to the Borrower, provided, however, if there is a change of the Lender, notice of the sale will be given to the Borrower in advance with reasonable cause and opportunity. The notice will state the name and address of the new Lender and the date on which payment should be made. The note is still due current and shall not be impaired by any transfer.

19. Discrepancies. Borrower shall not claim or assert the presence or absence of any discrepancy between the terms of the Note and the Security Instrument, provided, however, that if the security interest in the Property is terminated, the Note and the Security Instrument shall be applied to the balance due on the Property, and the Note and the Security Instrument shall be deemed to be superseded by the original credit agreement and to be null and void.

20. Waiver of Notice. Borrower shall not claim or assert notice of any acceleration clause, demand, lawsuit, or other proceeding or action against Borrower in any proceeding relating to the Property and any subsequent proceedings, provided, however, that if Lender has actual knowledge of the non-payment of any amount of principal or interest, costs of the suit, or any other amount due from Borrower in relation to the Property or otherwise, Borrower shall not claim notice of any deficiency or other amount due from Borrower.

As used in this paragraph 20, "Borrower" shall mean those individuals, jointly or severally, who are named in the Note as debtors, by themselves and the following reference, and/or to whom title to the property is given pursuant to paragraph 17, and "Lender" shall mean the individual, corporation, firm, or entity retaining title to the property by title deed, trust agreement, or otherwise, and "Note" shall mean the Note or notes of the debtors, where the Property is held in joint tenancy or otherwise, and "Security Instrument" shall mean the Deed of Trust.

21. Acceleration. No notice, Lender shall give notice to Borrower in writing to accelerate following Borrower's breach of any provision agreed to in this Note or instrument (the "Note"), prior to acceleration under paragraph 17 (other applicable law provides otherwise). The notice shall specify: (a) the default(s) for the action required to cure the default; (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the note or note by this Note or instrument of acceleration by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to redeem after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default unless other defense of Borrower to acceleration and foreclosure. If the default is not cured or is before the date specified in the notice, Lender, at its option may require immediate payment in full of all sums incurred by this Note or instrument, whether for the damage and may foreclose this Note or 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 attorney fees and costs of sale or other expenses.

22. Holders. Upon payment of all amounts secured by this Note with interest at the rate hereinabove set forth, without a charge to Borrower, the Note shall pass to any holder in due course.

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

24. Waiver in this Security Instrument. If one or more notes are executed by Borrower, and recorded, for the same or different amounts, the covenants and agreements of each such note shall be incorporated in and shall bind Borrower to the covenants and agreements of this Security Instrument, and if the covenants were a part of this Security Instrument, to the applicable note(s).

- Adjustable Rate Rider
- Fixed and Indexed Rider
- Bal. in Bank
- Other (Specify)

- One Payment Rider
- Planned Unit Development Rider
- Lease Improvement Rider

- Land Bank
- Equity Reserve Fund
- Shared Yield Rider

UNOFFICIAL COPY

BY SIGNATURES ON THIS FORM, THE PARTIES AND AGENTS IN THE LEASE AND RELEASE, REFERRED TO THEREIN, DO HEREBY STATE THAT NO OTHER DOCUMENTS EXCEPT THOSE HEREBY AND PREVIOUSLY EXECUTED BY THEMSELVES AND THEIR AGENTS, ARE MADE OR MADE IN THIS CONNECTION.

1. Tenants:

Maurit C. Lichtenberger (Signature)
Maurit C. Lichtenberger
Resident

Arlene H. Lichtenberger (Signature)
Arlene H. Lichtenberger
Leaseholder

(Signature)
Non-resident

(Signature)
Non-resident

STATE OF ILLINOIS

I, Arleen H. Lichtenberger, a Notary Public, and by oath hereby, and state, do before, orally, that Maurit C. Lichtenberger and Arlene H. Lichtenberger, husband and wife, personally known to me to be the same persons whom I have seen and known by the foregoing full names, appear before me this day in person, and acknowledge that they do sign and deliver the lease and rental as husband and wife and voluntary act, for the uses and purposes therein set forth.

Given under my hand and affixed my d. date 2 day of November, 1972.

My Commission expires

11/22/72

My Commission Reg. No. 11/22/72

93635345

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LAWFUL DESCRIPTION ALONE

THAT PART OF LOTS 3 IN WILLIE'S CONSOLIDATION OF 1 AND IN SECTION 18 T.
S. 11 AND S. 12 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE CENTER OF DUNDEE ROAD THAT IS 1864
FEET, SOUTH 88 DEGREES 30 MINUTES WEST OF A STONE IN THE CENTER OF
DUNDEE ROAD AND MILWAUKEE ROAD; THENCE SOUTH 40 MINUTES EAST
A DISTANCE OF 342.50 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUING SOUTH 41 MINUTES EAST, A DISTANCE OF 199.0 FEET, THENCE
SOUTH 84 DEGREES 10 MINUTES WEST, A DISTANCE OF 379.82 FEET TO THE
CENTER OF WOLF ROAD; THENCE NORTH 1 DEGREE 11 MINUTES 30 SECONDS
WEST ALONG THE CENTER OF SAID WOLF ROAD, A DISTANCE OF 192 FEET TO
A POINT 324.40 FEET SOUTH 080DEG 18 MINUTES 30 SECONDS EAST OF
THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 UPONCE 10 MINUTES EAST,
PARALLEL WITH THE CENTER OF DUNDEE ROAD A DISTANCE OF 278.40 FEET
TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DOUGLAS MCKEEAN
APRIL 6, 1972 - 82-144
CLERK OF THE COUNTY CLERK'S OFFICE

RECEIVED - 17 RECORD

3033265

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY RECORDER
42627 # 4-93-746710
147777 TRAN 7441 09/17/93 14:17:00
R DEPT-11 RECORD 1
\$35.00

07138786

90695045