

UNOFFICIAL COPY

First National Bank
Chicago, Illinois
419A East Euclid Avenue
Chicago, Illinois 60610



92695045

Please Allow Time for Forwarding Fees

MORTGAGE

THIS MORTGAGE is given on September 2, 1992

The mortgage is made by **Norman C. Lichtenberger and Arlene M. Lichtenberger**, husband and wife

This security instrument is given to **First Home Mortgage Corporation**, which is organized and existing under the laws of Illinois and whose address is **419A East Euclid Avenue, Mount Prospect, IL 60056**

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The amount of the loan is for the principal sum of **Ninety One Thousand and 00/100 Dollars (\$91,000.00)**. The debt is evidenced by the promissory note (and any amendments thereto) which provides for monthly payments on the debt (first payment due and payable on OCTOBER 1, 2000). This security instrument is given to the lender for the purpose of securing the debt evidenced by the note and all interest, penalties and costs payable by the mortgagor. The mortgage is subject to the terms, conditions and provisions of the promissory note and the promissory note is hereby incorporated by reference into this security instrument and the same shall be deemed a part hereof. This mortgage, grant and conveyance is made for the purpose of securing the debt evidenced by the note and the following described property located in Cook County, Illinois:

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

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

TOGETHER WITH all the improvements now or hereafter located on the property, in all events, improvements and fixtures which are attached to the property. All easements and additional land shall be covered by this security instrument. All of the foregoing is referred to in the Security Instrument as the "Property".

MORTGAGOR (LIVEMAN) has been and is hereby released of the entire liability evidenced and has the right of mortgage grant and conveyance the Property and this Security Instrument, except for the obligations of terms, conditions and covenants and will defend generally the title to the Property against all claims and demands, subject to any exceptions or conditions.

RECORDED IN COOK COUNTY CLERK'S OFFICE
INDEXED
MAY 1 1993
LOCAL PUBLIC SERVICE

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THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT DATED 10/1/78 AND TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT DATED 10/1/78.

UNOFFICIAL COPY PARTIAL: Borrower and Lender covenants as follows:

1. Payment of Property Taxes and to result: Prepayment and Late Charges. Borrower shall pay when due the amount of any taxes levied on the Property and any assessments and charges on the Property.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender the amount of any taxes levied on the Property and any assessments and charges on the Property. Lender shall pay to Borrower the amount of any taxes levied on the Property and any assessments and charges on the Property. Lender shall pay to Borrower the amount of any taxes levied on the Property and any assessments and charges on the Property.

The Funds shall be held in an irrevocable trust account established by Lender as a fiduciary agent. Lender shall apply the Funds to pay the taxes and charges on the Property. Lender shall not charge Borrower for holding and applying the Funds to pay the taxes and charges on the Property. Lender shall not charge Borrower for holding and applying the Funds to pay the taxes and charges on the Property.

If the Funds held by Lender exceed the amount needed to pay the taxes and charges on the Property, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the taxes and charges on the Property, Lender shall advise Borrower in writing and, to such extent as necessary, shall pay to Lender the amount necessary to make up the deficiency to or from the trust account established by Lender.

Upon payment in full of all sums secured by the Security Instruments, Lender shall permit the Funds to be withdrawn by Borrower. Lender shall permit the Funds to be withdrawn by Borrower.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 of the above shall be applied first to any payments due under the Note secured to secure the debt on the Property and then to any other debts secured by the Note.

4. Charges, Fees and Expenses. Lender shall pay all taxes, assessments, charges, fees and expenses not attributable to the Property which may become payable under the Security Instruments and loaned payments on the Property. Lender shall pay the taxes and charges on the Property. Lender shall pay the taxes and charges on the Property.

Borrower shall be responsible for the payment of the taxes and charges on the Property. Lender shall be responsible for the payment of the taxes and charges on the Property. Lender shall be responsible for the payment of the taxes and charges on the Property.

5. Hazard or Property Insurance. Borrower shall keep the Property insured with a hazard or fire insurance policy covering the Property. Lender shall be named as a co-insured under the policy. Lender shall be named as a co-insured under the policy.

All insurance policies and contracts shall be acceptable to Lender and shall include a clause of mortgage clause. Lender shall have the right to demand the policy and proceeds. Lender shall have the right to demand the policy and proceeds.

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Section 1. This instrument is made this 1st day of January, 1980, by and between the undersigned Lender and Borrower, the terms of which are set forth in the attached promissory note and security instrument.

Section 2. The Lender hereby agrees to advance to the Borrower the sum of \$10,000.00 (Ten thousand dollars) for the purpose of financing the purchase of the Property described in the attached promissory note and security instrument. The Lender's obligation to advance the sum of \$10,000.00 shall be subject to the condition that the Borrower shall execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 3. The Borrower hereby agrees to pay to the Lender the sum of \$10,000.00 plus interest at the rate of [] per annum, payable in monthly installments of \$[] beginning on the first day of [] 1980, and continuing until the sum of \$10,000.00 plus interest has been paid in full. The Borrower shall also pay to the Lender the sum of \$[] as a fee for the Lender's services in connection with this loan.

Section 4. The Borrower hereby agrees to grant to the Lender a first mortgage lien in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 5. The Borrower hereby agrees to grant to the Lender a power of sale in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 6. The Borrower hereby agrees to grant to the Lender a right of foreclosure in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 7. The Borrower hereby agrees to grant to the Lender a right of redemption in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 8. The Borrower hereby agrees to grant to the Lender a right of reinstatement in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 9. The Borrower hereby agrees to grant to the Lender a right of subordination in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 10. The Borrower hereby agrees to grant to the Lender a right of assignment in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 11. The Borrower hereby agrees to grant to the Lender a right of release in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Section 12. The Borrower hereby agrees to grant to the Lender a right of termination in and to the Property described in the attached promissory note and security instrument, and to execute and deliver to the Lender the attached promissory note and security instrument, which shall be recorded in the public records of the County of [] State of [].

Witness my hand and seal this 1st day of January, 1980.

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1. The Property shall be held by the Trustee for the benefit of the Beneficiary in accordance with the terms of the Security Instrument. Any amount of money paid to the Beneficiary in respect of the Property shall be the full market value of the Property immediately prior to the date of the payment and shall be immediately paid to the Beneficiary without any deduction or charge of any kind.

2. The Beneficiary shall be bound by the terms of the Security Instrument and shall not be entitled to demand or require the Trustee to make any payment to the Beneficiary in respect of the Property until the date the money is actually paid to the Beneficiary by the Trustee.

3. The Beneficiary and the Trustee shall agree in writing any variation of payments to be made to the Beneficiary in respect of the Property in accordance with the terms of the Security Instrument.

4. Borrower Not a Beneficiary. Notwithstanding anything to the contrary contained in this Security Instrument, the Trustee shall not be required to make any payments to the Beneficiary in respect of the Property until the date the money is actually paid to the Beneficiary by the Trustee.

5. Borrower and Assignee. The Trustee and the Beneficiary shall agree in writing any variation of payments to be made to the Beneficiary in respect of the Property in accordance with the terms of the Security Instrument.

6. Taxes. The Trustee shall be responsible for the payment of all taxes and charges in respect of the Property in accordance with the terms of the Security Instrument.

7. Notices. The Trustee shall be responsible for the giving of all notices in respect of the Property in accordance with the terms of the Security Instrument.

8. Governing Law. The Security Instrument shall be governed by the law of the State of California.

9. Transfer of the Property or a Beneficial Interest. The Trustee shall be responsible for the giving of all notices in respect of the Property in accordance with the terms of the Security Instrument.

10. Beneficiary's Right to Redeem. The Beneficiary shall have the right to have all or part of the Property redeemed at any time prior to the expiration of the term of the Security Instrument.

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18. **Notice of Non-Payment of Loans:** The Borrower shall give notice to the Lender in writing of any default in the performance of its obligations under this Security Instrument...

19. **Notice of Non-Payment of Loans:** The Borrower shall give notice to the Lender in writing of any default in the performance of its obligations under this Security Instrument...

20. **Insurance:** The Borrower shall maintain and keep in force throughout the term of this Security Instrument such insurance as may be required by applicable law...

21. **Insurance:** The Borrower shall maintain and keep in force throughout the term of this Security Instrument such insurance as may be required by applicable law...

22. **Insurance:** The Borrower shall maintain and keep in force throughout the term of this Security Instrument such insurance as may be required by applicable law...

NOTICE OF DEFAULT AND REMEDY (Borrower and Lender hereby agree to the following):

1. **Acceleration:** In the event of a default under this Security Instrument, the Lender may, at its option, declare all or any part of the principal amount of the loan to be immediately due and payable...

2. **Release:** Upon payment of all sums due under this Security Instrument, the Lender shall release the Borrower from all obligations under this Security Instrument...

3. **Waiver of Homestead:** Borrower hereby waives all rights of homestead exemption in the Property...

4. **Reference to this Security Instrument:** All references to this Security Instrument shall be construed to refer to this Security Instrument and all amendments and supplements thereto...

- Adjustable Rate Rider
- Cash Advance Rider
- Escrow Rider
- Flood Insurance Rider
- Home Improvement Rider
- Life Insurance Rider
- Other (specify)
- 14 Day Cure
- Security Pattern Rider
- Special Use Rider

ST-000005

1990-1991... [Signature]

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BY SIGNING HEREON, I have read and agree to the terms and conditions contained in the Security Certificate of my subject account by [Name] and provided with it

I declare

Murat C. Lichtenberger (Name)
Murat C. Lichtenberger (Printed Name)

Arlene H. Lichtenberger (Name)
Arlene H. Lichtenberger (Printed Name)

(Signature)
[Blank]

(Signature)
[Blank]

Signature of [Name]

STATE OF ILLINOIS

County of [Blank]

I, [Name], a Notary Public, and for and in my name and state do hereby certify that Murat C. Lichtenberger and Arlene H. Lichtenberger, husband and wife, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the same with full and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal, this 2 day of [Month], 19[Year]

My Commission expires

NOTARY PUBLIC
My Commission Exp. 06/11/2004

[Signature]
Notary Public

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LEGAL DESCRIPTION AIDS

THAT PART OF LOT 4 IN WILLIE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 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 1866 FEET SOUTH 88 DEGREES 20 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 40 MINUTES EAST, A DISTANCE OF 122.0 FEET, THENCE SOUTH 84 DEGREES 20 MINUTES WEST, A DISTANCE OF 275.82 FEET TO THE CENTER OF WOLF ROAD; THENCE NORTH 1 DEGREE 31 MINUTES 30 SECONDS WEST ALONG THE CENTER OF SAID WOLF ROAD, A DISTANCE OF 192 FEET TO A POINT 324.45 FEET SOUTH 88 DEGREES 20 MINUTES 30 SECONDS EAST OF THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST, PARALLEL WITH THE CENTER OF DUNDEE ROAD A DISTANCE OF 278.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COOK COUNTY RECORDER
RECORDED
INDEXED
FILED
JAN 17 1900

RECORDED

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R DEPT-11 RECORD 1 \$35.00
147777 TRAN 7441 09/17/93 14:17:00
\$2627 * -93-746710
COOK COUNTY RECORDER

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