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1/27/90

BOX 392

93042879

(Space Above This Line For Recording Date)

This instrument was prepared by:
MARGARETTEN & COMPANY INC
625 NORTH CT PALATINE, IL 60067

MORTGAGE

61201587

THIS MORTGAGE ("Security Instrument") is given on December 23rd, 1992
The mortgagor is DOUG SCHNEIDER, DIVORCED AND NOT SINCE REMARRIED
NAXINE L SCHNEIDER, WIDOW AND NOT SINCE REMARRIED

("Borrower").

This Security Instrument is given to

MARGARETTEN & COMPANY, INC.

under the laws of the State of New Jersey, and whose address is

One Ronson Road, Iselin, New Jersey 08830
Borrower owes Lender the principal sum of

which is organized and existing

("Lender").

One Hundred Thousand and 00/100

(U.S. \$ 100,000.00). 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 January 1st, 1998. 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:

UNIT NO. 166 IN THE PARTRIDGE HILL CLUB, BEING A
SUBDIVISION OF THE WEST 33 ACRES OF THE EAST 63 ACRES
OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16,
TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, (EXCEPT PARTRIDGE HILL PHASE 1 AND 2 RECORDED
AS DOCUMENT NO. 22905022 AND FARTRIDGE HILL PHASE 3, 4,
AND 5 RECORDED AS DOCUMENT NO. 23208643, PARTRIDGE HILL
PHASE 6, 7, 8 AND 9 RECORDED AS DOCUMENT NO. 24517485
AND THAT PART OF SAID 33 ACRES LYING EAST OF SAID PHASE 6, 7
8 AND 9), IN COOK COUNTY, ILLINOIS.

93042879

PIN #07-16-316-084-0000

• DEPT 01 RECORDINGS	\$37.00
• T#7777 TRAI 3115 01/19/93 10:32:00	
• \$6807 + - 93-042879	
COOK COUNTY RECORDER	

which has the address of

685 PARTRIDGE HILL DR. HOFFMAN ESTATES, IL 60194

("Property Address");

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 encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

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141 N. JORDAN ROAD
TRENTON, NJ 08630

MARGARETTI & COMPANY, INC.

Form 301A/9/90

MAIL TO:

ILLINOIS-SINGLE FAMILY-FNMA/HUDC UNIFORM INSTRUMENT
MAILERS PER 5 GMS. 5/91
REGULAR MAIL 5 GMS. 7/87

REGULAR MAIL 5 GMS. 7/87

Notary Public, State of Illinois
My Commission Expires April 13, 1994
"OFFICIAL SEAL"
ELDONORA L. BIRDS

A-13-94

1992

day of December

Given under my hand and official seal, this 23rd

free and voluntary act, for the uses and purposes herein set forth.
before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their
personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared

1, the Undersigned, a Notary Public in and for said county and state, do hereby certify, that
MAXINE L SCHNEIDER, WIDOW AND NOT SINCE REMARRIED

STATE OF ILLINOIS, COOK

Borrower

Borrower

MAXINE L SCHNEIDER-Borrower

DOUG SCHNEIDER-Borrower

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

The following Riders are attached:
Ballooon Rider
Planned Unit Development Rider

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



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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.

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 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.

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Property of Cook County Clerk's Office



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S1201587

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **23rd** day of December 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

MARGARETTEN & COMPANY, INC., a corporation organized and existing under the laws of the state of NEW JERSEY (the "Lender") of the same date and covering the Property described in the Security Instrument located at:

685 PARTRIDGE HILL DR , HOFFMAN ESTATES , IL 60194

Property Address

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

23209030

(the "Declaration"). The Property is a part of a planned unit development known as

PARTRIDGE HILL CLUB

Name of Planned Unit Development

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly, 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 insuring the Property 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 provided by the master or blanket policy.

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

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Reproduction MAR-016 Page 2 of 2 (Rev. 5/91)
MAR-016 Page 2 of 2 (Rev. 5/91)
MULTISTATE PUD RIDER-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
Form 3150 9/90

93042879

Dana Schneide

MAXINE L. SCHNEIDER

DOUG SCHNEIDER

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

F. REMEDIES. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any Owners Association unaccordable to Lender.

(iv) Any action which would have the effect of rendering the public liability insurance coverage maintained by the (iii) termination of professional management and assumption of self-management of the Owners Association; or of Lender;

(ii) any amendment to any provision of the "Constituent Documents", if the provision is for the express benefit of substantial destruction by fire or other casualty or in the case of a taking by condemnation of eminent domain;

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case consent, either partition or subdivision of the Property or consent to:

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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 or the common areas and facilities of the PUD, 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 10.

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.

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BALLOON RIDER (Conditional Right to Refinance)

6/20/1587

THIS BALLOON RIDER is made this 23rd day of December, 1992
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure
Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's
Note to Margaretten & Company Inc., organized and existing under the
laws of the state of New Jersey

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

685 PARTRIDGE HILL DR HOFFMAN ESTATES, IL 60194

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I
understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the
Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called
the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower
and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument
or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan
("New Loan") with a new Maturity Date of January 1st, 2003 and with an interest rate equal to
the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5
below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder
is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the
Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity
Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument
(the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of
the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for
taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New
Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note
Holder as provided in Section 5 below.

93042879

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required
net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one
percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate").
The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives
notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note
Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note
Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the
monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus
(c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly
payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in
equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every
month until the New Note is fully paid.

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MULTISTATE BALLOON RIDER-Single Family-FANNIE MAE UNIFORM INSTRUMENT FORM 3180 12/89

MAR-7019 PAGE 2 OF 2 (7/91)

Property of Cook County Clerk's Office
650-4226

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

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date. The Note Holder principal, secured but solely to me at less than 60 calendar days in advance of the Maturity Date and advises me of the also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person refinancing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Fixed Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the Fixed Note Rate based upon the Federal National Mortgage Association's applicable published rate yield in effect on the date and time of day notification is received by the Note Holder and is calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me reasonable fees and the costs associated with exercising the refinancing option.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION