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Review
10/10

Loan No.

94687205



This instrument was prepared by Anna Shree

(Name)

10368
(Address)

Peaslove Rd
Clarendon, IL 60025

MORTGAGE

94687205

THIS MORTGAGE is made this 27th day of July, 1994 between the Mortgagor,

Joan Schmidt (herein "Borrower"), and the Mortgagee, Casey L. O'Flaherty

whose address is 116 S Superior St
Chicago, IL (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 30,000 which indebtedness is evidenced by Borrower's note dated July 27, 1994 and extensions and renewals thereof (herein "Note"), providing for one installment of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Cook State of Illinois

See attached Legal Description

DEPT-01 RECORDING 129.50
16666 TRN 3741 08/03/94 14:07:00
63871 + L.C. #94-687205
COOK COUNTY RECORDER

PTN Number 04-32-40A-161-1155

TAX KEY NO:

which has the address of 10368 Peaslove Rd Clarendon

Illinois 60025 (herein "Property Address");
(Zip Code)

94687205

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest in fullness as evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to the provisions of the Note, Borrower shall pay when due the taxes and insurance on the Property and shall maintain the Property in good repair and condition. Borrower shall also pay the cost of any and all assessments, levies, taxes, charges, fees, penalties, interest, and costs of any kind which may be assessed, levied, or imposed on the Property or on the Borrower or on the Lender or on the mortgage hereunder. Borrower shall also pay the cost of any and all expenses, charges, fees, penalties, interest, and costs of any kind which may be assessed, levied, or imposed on the Property or on the Borrower or on the Lender or on the mortgage hereunder. Borrower shall also pay the cost of any and all expenses, charges, fees, penalties, interest, and costs of any kind which may be assessed, levied, or imposed on the Property or on the Borrower or on the Lender or on the mortgage hereunder.

Borrower shall also pay the cost of any and all expenses, charges, fees, penalties, interest, and costs of any kind which may be assessed, levied, or imposed on the Property or on the Borrower or on the Lender or on the mortgage hereunder. Borrower shall also pay the cost of any and all expenses, charges, fees, penalties, interest, and costs of any kind which may be assessed, levied, or imposed on the Property or on the Borrower or on the Lender or on the mortgage hereunder. Borrower shall also pay the cost of any and all expenses, charges, fees, penalties, interest, and costs of any kind which may be assessed, levied, or imposed on the Property or on the Borrower or on the Lender or on the mortgage hereunder.

RE ATTORNEY SERVICES 635711 L 1651

292

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other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 by Borrower (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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following sale of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any, unless applicable law provides otherwise.

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

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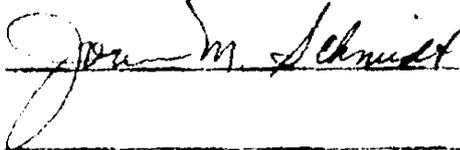
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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

	(Seal)	_____	(Seal)
	Borrower		Borrower
	(Seal)	_____	(Seal)
	Borrower		Borrower

(Sign Original Only)

(Space Below This Line Reserved for Lender and Recorder)

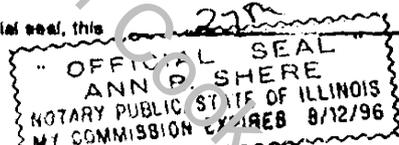
STATE OF ILLINOIS, COOK County as:

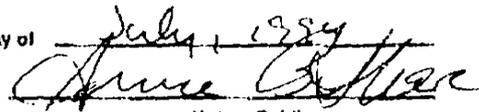
I, Anne P. Shere a Notary Public in and for said county and state, do hereby certify that

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

Given under my hand and official seal, this 27th day of July, 1994

My Commission expires:




Notary Public

For value received, Shelter Mortgage Corporation, a Wisconsin Corporation, by assigns to Guaranty Bank, S.S.B. of Milwaukee, WI, without recourse the within Mortgage together with the indebtedness therein mentioned.

Witness its hand and seal this _____ day of _____
SHELTER MORTGAGE CORPORATION

By: _____ (SEAL) Agent: _____ (SEAL)
Its: _____ Its: _____

State of Illinois, County of COOK: The foregoing instrument was acknowledged before me this _____ day of _____ by _____ and _____ of Shelter Mortgage Corp., a Wisconsin Corporation, on behalf of the corporation.

My commission expires:

Notary Public

RETURN TO:
Guaranty Bank, S.S.B.
P.O. Box 23048
Milwaukee, WI 53223-0048
Attn: Secondary Mkt

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LEGAL DESCRIPTION

Parcel 1:

Unit No.7-101, in the Regency Condominium No. 1, as delineated on the Survey of part of the West 30 acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 42 North, Range 12, East of the 3rd Principal Meridian in Cook County, Illinois, which survey is attached as Exhibit "E" in the Declaration of Condominium registered in the Office of the Registrar of Titles in Cook County, Illinois as Document LR 3112447, together with its undivided percentage interest in the Common Elements as set forth in said Declaration as amended from time to time, in Cook County, Illinois

Parcel 2:

Easements appurtenant to and for the benefit of Parcel 1, as set forth in the Declaration registered as Document Number LR3112442, as amended from time to time, and as created by deed from National Bank of Austin, as trustee under trust agreement dated August 21, 1969 and known as Trust Number 4600 to John E. Roberts registered as Document Number LR3211935 for ingress and egress, all in Cook County, Illinois

PIN #04-32-0402-061-1155

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