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RECORDED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, ON THIS 21ST DAY OF NOVEMBER, 1995.

RECORDED FOR PUBLIC RECORD

FOR THE USE OF THE BORROWER AND LENDER ONLY. THIS DOCUMENT IS NOT A DEED OR TITLE PAPER. IT IS THE PROPERTY OF THE CLERK'S OFFICE AND MUST BE RETURNED UPON REQUEST.

THIS SECURITY INSTRUMENT SECURES THE PAYMENT OF THE DEBT EVIDENCED BY THE ATTACHED NOTE, WITH INTEREST, AND ALL RENEWALS, EXTENSIONS AND MODIFICATIONS OF THE NOTE.

THIS SECURITY INSTRUMENT SECURES THE PAYMENT OF ALL OTHER SUMS, WITH INTEREST, ADVANCED UNDER PARAGRAPH 7 TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT.

THIS SECURITY INSTRUMENT SECURES THE PERFORMANCE OF BORROWER'S COVENANTS AND AGREEMENTS UNDER THIS SECURITY INSTRUMENT AND THE NOTE.

THIS SECURITY INSTRUMENT SECURES THE PAYMENT OF TAXES, INSURANCE, AND OTHER EXPENSES INCURRED BY LENDER IN MAINTAINING THE PROPERTY SECURED BY THIS SECURITY INSTRUMENT.

THIS SECURITY INSTRUMENT SECURES THE PAYMENT OF COSTS AND EXPENSES OF LENDER IN ENFORCING THE SECURITY OF THIS SECURITY INSTRUMENT.

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[Space Above This Line For Recording Data]

This instrument prepared by

MORTGAGE

and should be returned to: ROGER L. SCHNEIDER, MARRIED TO LAURA S. SCHNEIDER, MARRIED TO EACH OTHER, 1901 SOUTH MEYERS ROAD, SUITE 300

OAKBROOK TERRACE, IL 60181

THIS MORTGAGE ("Security Instrument") is given on JUNE 23, 1995. The mortgagor is

ROGER L. SCHNEIDER AND LAURA S. SCHNEIDER, MARRIED TO EACH OTHER

for the sum of \$110,400.00, payable to MIDWEST MORTGAGE SERVICES, INC., also known as FIRST CHICAGO MORTGAGE SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1901 SOUTH MEYERS ROAD, SUITE 300, OAKBROOK TERRACE, ILLINOIS 60181

(Lender). Borrower owes Lender the principal sum of

ONE HUNDRED TEN THOUSAND FOUR HUNDRED & 00/100

Dollars (U.S. \$ 110,400.00).

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 JULY 1, 2025. 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, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

THE PROPERTY IS LOCATED AT 7439 W. 161ST PLACE, TINLEY PARK, ILLINOIS 60477, ZIP CODE 60477.

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Notower shall immediately disclaim any right he has under this Security Instrument unless Borrower (a) agrees in writing to the payment of the principal amount secured by the Lien in a manner acceptable to Lender; (b) conveys in good faith the Lien to Lender; or (c) secures from the holder of the Lien an agreement satisfactory to Lender to subordinate the Lien to Lender's option to prepay, at deferrals agreed to by the parties to the Lien in, legal proceedings which in the Lender's opinion operate to prevent his entitlement to the Lien; or (d) secures from the holder of the Lien an agreement satisfactory to Lender to transfer the Lien to Lender.

4. (Charges to clients). Borrower shall pay all taxes, assessments, charges, costs and expenses deductible or otherwise incurred by Borrower in connection with the property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by L under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraphs 1 and 2 due to principal due and last, to any late charges due under the Note.

monetary payments in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender under Paragraph 21, under Paragraph 21, Lender shall acquire or sell the property, if under Paragraph 21, to the acquisition or sale of the property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this instrument, as Lender's sole discretion.

otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Preparation 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.

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

THIS SECURITY INSTRUMENT combines minimum covenants for national use and non-national covenants with finance debt agreements to the title to the Property against all claims and demands, subject to any encumbrances or record.

NOTWITHSTANDING COVENANTS THAT BORROWER IS LAWFULLY SOURED OF THE SAME HEREBY CONVEGED AND HAS THE RIGHT TO WITHHOLD

Investments will be made in the infrastructure needed to support the population; and in the development of property.

TOGETHER WITH ALL THE IMPROVEMENTS MADE OR BEING MADE UPON THE PROPERTY, AND ALL THE EASEMENTS, APPURTENANCES, AND
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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 that 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 in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower 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 payment.

8. Mortgage Insurance. If Lender required 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 coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 394-90
January 1953

Digitized by srujanika@gmail.com

Page (Unit) **102**

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 of this Security Instrument is held to be invalid without affecting the validity of the Note, the Note will be declared to be severable.

4. Summary. Any notice to borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail under applicable law regardless of whether notice is given to borrower or lender.

13. **Loan charges.** If the loan secured by this Security Instrument is subject to a fee, which sets maximum loan charges and the 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 loan to the permitted limits, where (b) any sum already collected from the borrower which exceeded permitted limits will be returned to the borrower within the shortest time practicable, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. Borrower Not Released: Extension of the time for payment of modification of any loan or extension of the time for payment of any loan by Lender to any successor in interest of Borrower shall not release the Lender from its obligations under Note A. Waiver: Extension of the time for payment of modification of any loan or extension of the time for payment of any loan by Lender to any successor in interest of Borrower shall not be a waiver of the exercise of any right of remedy.

This less favorable and more powerful alternative, where in writing, any application of proceeds to principal shall not exceed one-half of position.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of some claim for damages, Borrower fails to respond in 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 sum secured by this Security Instrument whether or not then due.

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 the sums are due, whether or not due, with any excess paid to the sums secured by this Security Instrument 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 Barrower 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 funds held by Lender shall be paid to Barrower, 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 by this Security Instrument immediately before the taking, unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

10. **Amendment.** The proceeds of any award of 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 Landlord.

9. Inspection. Lender or its agents may make reasonable entries upon and inspect portions of the Property; Lender shall give

Payments may no longer be required, at the option of Lender, if mortgagor insures coverage in the amount and for the premium rate required by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay all premiums in accordance with any written agreement between Borrower and Lender or applicable law.

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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.

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

[Check applicable box(es)]

- | | | |
|---|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input checked="" type="checkbox"/> Graduated Payment Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) [specify] | |

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.

Witnesses:


ROGER L. SCHNEIDER _____ (Seal)
Borrower


LAURA S. SCHNEIDER _____ (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

95422833

STATE OF ILLINOIS,

Cook

County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
ROGER L. SCHNEIDER AND LAURA S. SCHNEIDER, MARRIED TO EACH OTHER

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY he signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of June, 1995.

My Commission Expires:

"OFFICIAL SEAL"

Diane Greene

Notary Public, State of Illinois

My Commission Expires 1/30/97

This instrument was prepared by:

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23RD day of JUNE
1995, 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 MIDWEST MORTGAGE SERVICES, INC. ALSO
KNOWN AS FIRST CHICAGO MORTGAGE SERVICES

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

7439 W. 161ST PLACE TINLEY PARK, ILLINOIS 60477

{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

(the "Declaration").¹

The Property is a part of a planned unit development known as
BREMENTOWNE ESTATES

[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 pay, 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 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.

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.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 8/90

YMP MORTGAGE FORMS - (313)293-8100 - (800)521-2281

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DOMESTIC
(PAS) ***

BY SPINNING THE WHEEL, ROLLERCOASTER RIDERS ASK AND AGREE TO THE TERMS AND PROVISIONS CONTAINED IN THIS FUND RIDER.

b) The Owners Association unacceptable to Lender.

(ii) any amendment to any provision of the "Constitutional Documents" if the provision is for the express benefit of Leander

(iii) termination of professional management and assumption of self-management of the Owners Association by or

12. **Assignment:** The Purchaser will assign to Lender all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condominium, the hierarchy 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 Exhibit I.

13. **Lender's Prior Consent:** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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First Chicago Mortgage Services



Midwest Mortgage Services, Inc.

LOAN # 0000322495
7439 W. 161ST PLACE
TINLEY PARK, IL 60477

LEGAL DESCRIPTION RIDER

LOT 173 IN BREMENTOWNE ESTATES, UNIT NUMBER 2, BEING A
SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 24,
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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REAL ESTATE TAX I.D. #: 27-24-207-011-0000

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Property of Cook County Clerk's Office

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