

CITICORP SAVINGS

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3498736

This instrument was prepared by:

TABBY DOOMAN

(Name)

801 DAVIS STREET, EVANSTON, IL 60204

(Address)

LOAN NO. 000708453

MORTGAGE

THIS MORTGAGE is made this . . . 27TH . . . day of FEBRUARY
19 .86 . . . between the Mortgagor, GEORGE T. SCHMIDT AND DORIS E. SCHMIDT, HIS WIFE
. (herein "Borrower"), and the Mortgagee, Citicorp Savings
of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United
States, whose address is ONE, SOUTH, DEARBORN, STREET, CHICAGO, ILLINOIS, 60603,
. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$25,000.00,
which indebtedness is evidenced by Borrower's note dated FEBRUARY 27TH, 1986, . . . and extensions and renewals
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on APRIL 1ST, 2001,

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 the following described property located in the County of COOK, State of
Illinois:

UNIT 418 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A
DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 3RD DAY OF JULY, 1973 AS
DOCUMENT NUMBER LR 2702050 AND CERTIFICATE OF CORRECTION REGISTERED ON THE 3RD
DAY OF AUGUST, 1973, AS DOCUMENT NUMBER LR 2708535 CORRECTING LEGAL DESCRIPTION
ATTACHED TO SAID DECLARATION OF CONDOMINIUM OWNERSHIP AS EXHIBIT "A". AN
UNDIVIDED 1.05284 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED
IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: LOTS 6 AND 7 TAKEN
AS TRACT, EXCEPT THEREFROM THAT PART THEREOF LYING SOUTHERLY OF THE FOLLOWING
DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; NORTH 1 DEGREE
57 MINUTES 45 SECONDS EAST ALONG THE EAST LINE OF LOT 6 FOR A DISTANCE OF 10
FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 75 DEGREES 00 MINUTES WEST FOR 145.00
FEET; THENCE NORTH 56 DEGREES 00 MINUTES WEST FOR 100.00 FEET; THENCE SOUTH 65
DEGREES 20 MINUTES 03 SECONDS WEST FOR 68.00 FEET TO THE SOUTHWEST CORNER OF
SAID LOT 6, EXCEPTING THEREFROM THAT PART THEREOF LYING WITHIN THE INGRESS AND
EGRESS EASEMENT AS SHOWN ON THE PLAT OF WILLOW CREEK APARTMENT ADDITION (BEING
A RESUBDIVISION OF PART OF WILLOW CREEK, A SUBDIVISION OF PART OF SECTION 24,
TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,
ILLINOIS, ON DECEMBER 28, 1970, AS DOCUMENT NUMBER LR 2000651, IN COOK COUNTY,
ILLINOIS.

T.D. #02-24-105-017-1104

ML

which has the address of . . . 945, EAST KENTWORTH, #418, PALATINE,
(Street) (City)

Illinois 60067, (herein "Property Address");
(Zip Code)

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 household estate if this Mortgage is on a household) 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.

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FEB 28 11 42 AM '86

REGISTRAR OF TITLES

BOX #165

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REAL ESTATE INDEX GROUP
1820 RIDGE AVE.
EVANSTON, IL 60201

RE TITLE AGENCY ORDER # C-1380

ACCOUNT NUMBER 00000708453

(Space Below This Line Reserved for Lender and Recorder)

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

My Commission expires: 2/28/87

Given under my hand and official seal, this 24th day of February, 1986.

Chase Free Voluntary Act, for the uses and purposes herein set forth.
Appraised before me to be the same persons (whose names) are, signed and delivered to the foregoing instrument as
personally known to me to be the same persons (whose names), are, subsequently certified that the said instrument is
legitimately signed by the persons above named and is a true and correct copy of the original instrument.

GEORGIE T. SCHMIDT, THIS, WIFE,
THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, County ss:

-BORROWER-
GEORGE T. SCHMIDT
George T. Schmid-LENDER-
DORTS E. SCHMIDT
Dorts E. Schmid

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

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

21. Waiver of Homestead, Borrower hereby waives all rights of homestead exemption in the property.
charge to Borrower, Borrower shall pay all costs of recordation, if any.
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without
accruing only for those rents actually received.
bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The recorder's
management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on recievers
property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of
Upon acceleration under paragraph 17 hereof or abandonment of the property, Lender shall be entitled to have a
recovery upon liquidation of any possession of the property the receiver shall collect the rents of the

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10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such 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.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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 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.

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themselves with a lien which has priority over this Mortgagee.

9. Condemnation. If the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender, unless otherwise provided, until the holder of either security agree.

8. Inspection. Lender may make or cause to be made reasonable inspection upon such premises or other parts of the Property, or parts thereof, at any time during business hours, and Lender shall pay all costs of inspection.

Noticing contained in this Paragraph shall require Lender to incur any expense or take any action to the Property, or parts thereof, at the Lender's expense.

Any amounts disbursed by Borrower pursuant to this Paragraph, Lender and Borrower agree to split Note rate, shall become additional indebtedness of Borrower secured by this Mortgagee. Unless Borrower and Lender agree to otherwise settle their note, Note rate, shall be split between Lender and Borrower.

Borrower's and Lender's written agreement shall prevail over this Paragraph in effect until such time as the insurance terminates in accordance with terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment before becoming due.

7. Protection of Lender. If Borrower fails to perform the covenants and agreements contained in this Note, Lender, at its option, may sue such mortgagee, fees, and take such action as is necessary to protect Lender's interests, if Lender requires more than reasonable attorney's fees, or if any action or proceeding is commenced which afflicts Lender's interest in the Property, then Mortgagee, or if any action or proceeding is commenced which afflicts Lender's interest in the Property, then

Lender, at its option, may sue such mortgagee, fees, and take such action as is necessary to protect Lender's interests, if Lender requires more than reasonable attorney's fees, or if any action or proceeding is commenced which afflicts Lender's interest in the Property, then

7. Protection of Lender. If Borrower fails to perform the covenants and agreements contained in this Note, Lender, at its option, may sue such mortgagee, fees, and take such action as is necessary to protect Lender's interests, if Lender requires more than reasonable attorney's fees, or if any action or proceeding is commenced which afflicts Lender's interest in the Property, then

6. Preservation and Maintenance of Property; Leases; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the property power which is mailed by Lender, or if abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

of the Note, Lender may apply the insurance proceeds at Lender's option either to restore it, or repair of the Property or to the sums secured by this Mortgage.

If the Property is damaged by fire, or if Borrower fails to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restore it, or repair of the Property

in a planned unit development or condominium or any lease if this Mortgage is in a leasehold, if this Mortgage is declared or covariance creates a planned unit development or condominium under the terms of the Note.

In the event of loss or damage, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make or other security to hold the policies and renewals thereon, subject to the terms of any mortgage, deed of trust, Lender shall have the right to hold the policies and renewals thereafter, subject to the terms of any mortgage, deed of trust, acceptable to Lender and shall not be unreasonable withheld. All insurance policies and renewals thereafter shall be in a form that approves of Lender, such approval shall be chosen by Lender, provided, that insurance carrier provides subject to approval by Lender, may make

The insurance carrier provides subject to approval by Lender, may make

insured against loss by fire, hazards included within the term "standard coverage", and such other hazards as Lender

5. Hazard Insurance. Borrower shall keep the insurance now existing or hereafter erected on the Property, and Lender

Mortgage, and leases held by Lender, or ground rents, if any,

4. Prior Mortgages and Deeds of Trust. Lender, Borrower shall pay all of Borrower's obligations assessments and other charges, fees and impositions attributable to the Property which may attach all taxes, including

Borrower under Paragraph 2 hereof, then to Lender, and then to the principal of the Note.

3. Application of Payments. Unless a creditable law provides otherwise, all payments received by Lender by the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application, and credit against the sums secured by this Mortgage.

Lender shall apply, no later than 1 month prior to the sale of the Property or otherwise acquired by Lender, funds held by Lender, if under Paragraph 17 hereof, to Lender's Note, and then to the principal of the Note.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender, if the amounts of all sums secured by this Mortgage in full, together with the future monthly installments of Funds payable prior to

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount equivalent to pay said taxes, assessments, insurance premiums and ground rents, Lender shall apply

Funds due at the time of application of this Paragraph to the sums secured by this Mortgage.

The Funds shall be applied as additional security for the sums secured by this Mortgage.

Borrower any interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of

either property held by Lender or credited to Borrower on monthly installments of Funds, if the amount of

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be in a form acceptable to Lender, and Lender

and applying the Funds, and applying said account or every year and compiling said assessments and bills, unless Lender

is satisfied of the Funds held by Lender, together with the future monthly installation, Lender shall apply

if Borrower pays Funds held by Lender, to the sums secured by this Mortgage.

debt of trust if such holder is an institutional lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Lender on the basis of assessments and bills and receives reasonable estimates thereof, Borrower shall not be obliged to pay

premiums, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly

Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly

planned unit development assessments, if any, which may attain priority over this Mortgage and Ground Premium and

in full, a sum (herein, "Funds"), equal to one-twelfth of the yearly taxes and assessments including Ground Premium and

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Lender shall apply

instalments evidenced by the Note and late charges as provided in the Note.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

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THIS CONDOMINIUM RIDER is made this 27TH day of FEBRUARY , 19 86 , 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 Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

945 EAST KENILWORTH #418, PALATINE, IL 60067
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WILLOW CREEK CONDOMINIUM

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. 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 on the Condominium Project 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.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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.

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, whether of the unit or of the common elements, 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 9.

E. 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 Condominium Project, 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;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

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

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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

George I. Schmidt
GEORGE I. SCHMIDT
Borrower

Doris E. Schmidt
DORIS E. SCHMIDT
Borrower

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