

UNOFFICIAL COPY

THIS MORTGAGE CONTAINS A PROVISION FOR MORTGAGE FORGIVENESS

3547034

Form MP-8
Revised 8/85

ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
1985 SERIES A
MORTGAGE

This instrument was prepared by:
D. R. Vlazny
COMMUNITY BANK AND TRUST
COMPANY OF (Name) EDGEWATER
5340 North Clark Street
Chicago, (Address) IL 60640

THIS MORTGAGE is made this fifth day of September 1986,
between the Mortgagor, DONNY S. SCHEIN and ELLEN L. HYSON SCHEIN, his wife
(herein "Borrower"), and the Mortgagee, COMMUNITY BANK AND
TRUST COMPANY OF EDGEWATER an association organized and existing
under the laws of the state of Illinois, whose address is 5340 North Clark Street,
Chicago, Illinois 60640 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY SIX THOUSAND FIVE HUNDRED
AND NO/100 - - - - - (\$76,500.00) Dollars, which indebtedness is evidenced by Borrower's
note dated September 5, 1986 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2016 - -
- - - - -;

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to
Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and
convey to Lender the following described property located in the County of Cook, State of Illinois:

PARCEL 1: LOT 28 (EXCEPT THE WEST 93.66 FEET THEREOF) IN CHESTERFIELD NILES
RESUBDIVISION UNIT NO. 1 OF PART OF FIRST ADDITION TO DEMPSTER-WAUKEGAN ROAD
SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

~~PARCEL 2:~~ EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET
FORTH AND DEFINED IN DOCUMENT NUMBER 18128905, AND FILED AS LR.1971921.

Permanent Index No.: 10-19-126-106

which has the address of 7024 Greenleaf Avenue Niles
(Street) (City)
Illinois 60648 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents,
royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the
property, all of which, including replacements and additions thereto, 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 herein
referred to as the "Property".

S/115200 cr
Hr

note identified

Legal description affects property on Certificate #1003183 and other property owned

3547034

UNOFFICIAL COPY

2/03/83

COMMUNITY BANK & TR. CO. OF EDGEWATER
5340 North Dearborn St.
Chicago, IL 60640

SEP 8 3 59 PM '86
3597034

MAIL ROOM
TITLE INS. CO 5/11/5200
BOX 97

ADDENDUM. The rights and obligations of the parties to this Mortgage and the Note which is secured by the Mortgage are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the provisions of the Mortgage or the Note, the provisions of this Addendum shall control.
The Borrower agrees that the Lender or its assignee may, at any time without prior notice, accelerate all payments due under the Mortgage and exercise any other remedy allowed by law for breach of the Mortgage or Note. (ii) The Borrower shall not occupy the property described in the Mortgage as his or her permanent and primary residence; or (iii) the statements made by Borrower in the Buyer's Affidavit (Illinois Housing Development Authority Form MF-6A) are not true, complete and correct; or the Borrower fails to abide by the agreements contained in the Buyer's Affidavit; or (iii) if the Lender or the Illinois Housing Development Authority finds any statement contained in said Affidavit to be untrue.
The Borrower understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the loan.
BORROWER UNDERSTANDS THAT ANY PRINCIPAL OF AND INTEREST ON THE MORTGAGE REVENUE BONDS, 1985 SERIES A (THE "BONDS"), ARE RETIRED AND PAID FROM ITS ADMINISTRATIVE FUNDS TO PAY DEBT SERVICE ON THE BONDS. SHALL BE FORGIVEN. BORROWER UNDERSTANDS THAT SUCH FORGIVENESS SHALL APPLY ONLY TO THE REMAINING PRINCIPAL AND INTEREST AND SHALL NOT APPLY TO ANY OTHER AMOUNTS DUE UNDER THE NOTE OR MORTGAGE, INCLUDING, BUT NOT LIMITED TO (A) ANY PREPAYMENT OR LATE CHARGES DUE UNDER THE NOTE; (B) ANY AMOUNTS DISBURSED BY LENDER TO BORROWER AS LENDER'S INTEREST IN THE PROPERTY AND ACCRUED INTEREST THEREON; AS PROVIDED IN PARAGRAPH 7 OF THE MORTGAGE AND ALL EXPENSES OF FORECLOSURE, AS PROVIDED IN PARAGRAPH 18 OF THE MORTGAGE.
NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY MODIFY THE TERMS OF THE MORTGAGE AND BORROWER DOES NOT SIGN THE MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

OFFICIAL SEAL
Carolyn Ritten
Notary Public, State of Illinois
My Commission Expires June 25, 1989

Carolyn Ritten
Notary Public

STATE OF ILLINOIS, County as: Cook
I, the undersigned, a Notary Public in and for said county and state,
do hereby certify that DONNY S. SCHEIN and ELLEN L. HYNON SCHEIN, his wife
personally known to me to be the same person(s) whose name(s) are
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
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 5TH day of Sept., 19 86
My Commission expires:

UNOFFICIAL COPY

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the lender nor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the 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.

11. Forbearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. 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 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, return receipt requested 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.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. 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 the Mortgage and the Note are declared to be severable.

16. 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.

17. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all 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 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 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 mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 non-existence 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, 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, the Note and notes securing Future Advances, if any, 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 13 hereof, including, but not limited to, reasonable attorney's 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.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.


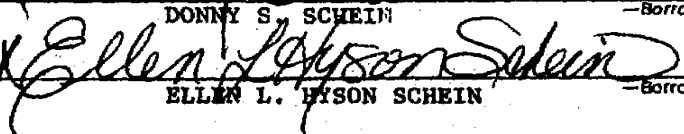
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or 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; premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. 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.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage


DONNY S. SCHEIN - Borrower

ELLEN L. HISON SCHEIN - Borrower

3547034

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of the interest on the indebtedness secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day month of the year (hereinafter "due date") a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments which may be levied or assessed against the Property, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to taxes, assessments, insurance premiums and ground rents, together with the future monthly installments of Funds payable prior to the due dates of the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of sums secured by this Mortgage, exceeds the amount of the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the debts to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the interest or earnings on Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and interest or earnings on Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and interest or earnings on Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and interest or earnings on Funds.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest on the Note, and then to the principal of the Note, and then to interest and principal on any Future Advances. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied or assessed against the Property, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts or other evidence of such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Changes. Lender shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied or assessed against the Property, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts or other evidence of such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premium on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts on all premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if it is 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, provided such restoration or repair is economically feasible and if the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installment referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower, in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition thereof, shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium, or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, or a constituent document, if a condominium or planned unit development, together with this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the provisions of the mortgage insurance policy. Lender shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the provisions of the mortgage insurance policy. Lender shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the provisions of the mortgage insurance policy.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Lender required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the provisions of the mortgage insurance policy. Lender shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the provisions of the mortgage insurance policy.