UNOFFICIAL, GOPY &

PORM 4111

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.
1435664
28762

	01/62
PRESENT PARTIES IN INTEREST: Kenneth K. Schneck	DATE OF SEARCH:
Evelyn Fine	_
	- -
	79681
RESULT OF SEARCH:	=
many of the	?
	9
INTENDED GRANTEES OR ASSIGNEES:	90 JUL 90 A
	4 3 3 3 4
	ELES TILES
	CÓ
RESULT OF SEARCH:	
	IDEITORIA III
	getween field to
	CAROL MOSZULY MANY. FARION ETT.

UNOFFICIAL CORY



3900348

[Space Above This Line For Recording Data]	
5071	907
ASSUED IN DUPLICATE MORTGAGE	
THIS MOFTGAGE ("Security Instrument") is given on July 25 19 90 The mortgager is KENNETH K. SCHNECK and EVELYN FINE, H	IS WIFE X 2/5
HOUSEHOLD BONK f.s.b., A FEDERAL SAVINGS BANK under the laws of The UNITED STATES OF AMERICA, and whose add 255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108	o) 9 ("Lender").
Borrower owes Lender the principal sum of One Hundred Fifty Thousand and no/100 Deliars (U.S. \$ 150,000.00). This debt dated the same date as this Security is siment ("Note"), which provides for monthly payment earlier, due and payable on August 1 . 2020 Becures to Lender: (a) the repayment of the dept evidenced by the Note, with interest, and all modifications; (b) the payment of all other sums with interest, advanced under paragraph 7 to Security Instrument; and (c) the performance of Reprover's covenants and agreements under the Note. For this purpose, Borrower does hereby muricator, grant and convey to Lender the folions.	s, with the full debt, if not paid . This Security Instrument I renewals, extensions and protect the security of this his Security Instrument and the

OF LOT 18 IN BLOCK 3 IN WALTER S. THE SOUTH 12 1/2 FEET OF LOT 17, DRAY'S THIRD ADDITION TO OAK PARK, A SUBDIVISION OF LOT 7, IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST HALF OF THE SOUTHWEST IN THE QUARTER THEREOF) IN TOWNSHIP 39 NORTH, RANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 10/4/SC

PIN# 16-18-414-012 VOL 145

which has the address of

1134 S. OAK PARK AVENUE

OAK PARK

Illinois

60304 [Zip Code]

(Street) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royaltios, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Properly against all claims and demands, subject to any encumbrances of

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

UNIFORM COVENANTS. For care and an extrement and large as follows:

1. Payment of Principal and Interest; Propagneta and Late Charges. Corrober shall promptly pay when

due the principal of and interest on the debt endenced by the Note and any prepayment and late charges due under the Note.

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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Preperty, if any; (c) yearly hazard insurance preinfums; and (d) yearly mortgage insurance

premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the basis of current data

and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applying the Funds analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applying the Funds analyzing the account or verifying the escrow items, unless Lender In connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or rainings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing creats and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the exercive items, shall exceed the amount required to pay the excrowitems when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the excrowitems when due, Borrower shall pay to Lender any amount

necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in finite all sums recorded by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under that graph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums schurid by this Security Instrument.

3. Application of Pavironts, tiniers applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied that to the charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under purigraph 2; fourth, to interest due, and last, to principal due.

4. Charges; Lions. Borrower shall may all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner province in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Becomer shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any fien which has privity over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lich in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, I gal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or fortesture of any part of the P operty; or (c) secures from the holder of the lien an agreement satisfactory to Lender satisfactory to Lender satisfactory to Lender satisfactory to the lien to this Security his rumont. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security his rumont. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the extinus set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be imminished 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 accrowal which shall not be unreasonably withheld.

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 natices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender. Lender may make proof of toss 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 lesselled. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Insurance proceeds and 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 florrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the menthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires (ce title to the Property, the leasehold and fee title shall not recipe unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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 lion which has priority over this Security



THIS 1-4 FAMILY RIDER is made this _25th day of	tuly, 1990, and is incorporated into
and shall be deemed to amend and supplement the Mortgage, I given by the undersigned (the "Borrowri") to secure Borrower's	Deed of Trust or Security Deed (the "Security instrument") of the same date. Note to HOUSEHOLD BANK fsb.
255 E. LAKE STREET (the "Lender") of the same date and covering the properly desc	BLOOMINGDALE, IL 60108 ribed in the Security Instrument and located at:
1134 S. OAK PARK AVENUE OA	K PARK IL 60304
1-4 FAMILY COVENANTS.	e Security Instrument, Borrower and Lender further covenant and agree as
follows:	
A. USE OF PROPERTY; COMPLIANCE WITH Borrower shall not seek, agreed to or make a change in tagreed in writing to the change. Borrower shall comply with all applicable to the Property.	H LAW. The use of the Property or its zoning classification, unless Lender has Live ordinances, regulations and requirements of any governmental body
B. SUPURDINATE LIENS. Except as permitted by federal law, Bourower shall not all Property without Lender's prior written permission	low any lien inferior to the Security Instrument to be perfected against the
C. RENT LOSS INSURANCE. Borrower shall maintain in automoc against rent loss in ad enant 5.	dition to the other hazards for which insurance is required by Uniform Cov-
D. "BORROWER'S R.G.'AT TO REINSTATE" Uniform Covenant 18 is delated	DELETED.
E. ASSIGNMENT OF LEASES	
Upon Lender's request, Perrower shall assign to Lender leases of the Property. Upon the assignment, Lender shall have	all teases of the Property and all security deposits made in connection with the right to modify, extend or terminate the existing leases and to execute ph E, the word "lease" shall mean "sublease" if the Security Instrument
Lender's agents to collect the resits and revenues and hereby diagents. However, prior to Lender's notice to Borrover of Borrover shall collect and receive all resits and revenues of the proportion of rents constitutes an absolute as segment and not an assignment fill before gives notice of the into Borrover. (i) all rents Lender only, to be applied to the count secured by the Security rents of the Property, and (ii) much because of the Property shall property.	the rents and revenues of the Property. Borrower authorizes Lender or e. I. ench tenant of the Property to pay the rents to Lender or Lender's coreach of any covenant or agreement in the Security Instrument, Borrower Strustee for the benefit of Lender and Borrower. This assignment ent is additional security only. **Control of the security of the held by Borrower as trustee for benefit of the ments (6) it inder shall be entitled to collect and receive all of the country during and unpaid to Lender or Lender's agent on Lender's
from exercising its rights under this Paragraph I	with and has not and will not perform any act that would prevent Lender
tender shall get be neglect to enter upon, take control or rower. However, fleeder or a publicate any appointed receiver may de-	of or maintain the Property before or after giving notice of breach to Bor- bision in any time there is a one ob. Any application of rents shall not cure to the Disconsignment of rents of the Property shall terminate when the
G. CROSS-DEFAULT PROVISION. Borrower's default or burntle under any note or agreement strument and Lender may invoke any of the remodes permitted to	ries which Lender has an interest shall up a Trench under the Security In
BY SIGNARY (Conf. to rewer accepts and agrees to 0)	and provisions contained in this 1-4 Fa nily Rider.
	d) allo
	Keneth & Schnich (Seel)
	Borrower Borrower
	Evelyw time (Seal)
	Boriower -Boriower
	(Seal) -Borrower
	55,14716
	(Seal) -Borrower

Instrument, appearing in court paying reasonable after eys' they and entering on the property of make repairs. Although Lender may take action assertable passagath 7, Lender tess not havinto do

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.

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. Condemnation. The proceeds of any award or 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 Lender.

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 then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower 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 balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for durages. Borrower talls to respond to 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 sums secured by this Security Instrument, whether or not then due.

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

- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortisms of the sums occured by this Security Instrument granted by Lender to any successor in Interest of Borrower shall not operate by Decade the liability of the original Borrower or Borrower's successors in Interest. Lender shall not be required to communic proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any techniques by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Four d; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall cond and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges, if the lean secured by this Security instrument is subject to a law which sets maximum loan charges, and that 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 charge to the permitted limit, and (b) any nums already collected from Forrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expirator, of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all cross secured by this Security Instrument and may impose any remedies permitted by paragraph 19. If Lender exercises this option Lender shall take the steps specified in the second paragraph of paragraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be giren by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be gired to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by irst class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any proof, provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing thaw; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is fertated. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict by provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is defected or mailed within which Borrower must pay all sums secured by this Security Instrument. If Percover (etc. to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Refinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument,

n (1 (a) ak a such action as Lendir hay reasonably require to assure in the Partern and Borowals of his aron to pay in a sum secured Including, but not limited to reasons
that the lien of this Secreta location by this Security Instrument shall continue unchanged Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COYENANTS - Boutower and Lender further coverant and agree as follows:

- 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19 Including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 20. Lenge in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redireption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be certified to ceter upon, take possession of and manage the Property and to collect the rents of the Property including those past due they cents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property of collection of roots, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable altomosts from a different to the sums secured by this Security Instrument.

 21. Release. Upon property of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
- without charge to Borrower. Borrover shall pay any recordation costs.
 - 22. Waiver of Homestead. Approved varieties all right of homestead exemption in the Property.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Institute of the coverants and a revenents of each such rider shall be incorporated into and shall amend and

supplement the covera (Check applicable box(sis Sircurity Instrument as if the rider(s)	were a part of this Security instrument.
Adjustable t	Mate Rider	Contoninium Rider	X 1-4 Family Rider
Graduated	Payment Bider	Planned Unit Development Rider	
Other(s) [sr	pecity)		
٠		d agrees to the terms and covenants cor	nteined in this Security Instrument and
	by Ponower and recor		K. I hash (Sooi)
		KENNETH K.	SCHNECK -Borrower
		Zvel w	the (Seel)
		EVELYN FINE	-Borrower
			(Seel)
			-Borrower
			(Seel)
			-Вогтожег
TATE OF ILLINOIS.	COOK	County ss:	
I, hereby certify that	THE UNDERSIGNED KENNETH K. SCH	a Note NECK and EVELYN FINE , HIS	WIFE A 22 WIFE
ned and delivered the		d before me this day in person, and ackr	o me to be the same person(s) whose name(s) nowledged that T he Y γ act, for the uses and purposes therein
l forth. Given under my ban	d and official scal, this	25th day of Jul	ly
Commission explices:		Klein	a Besufety
EPARED BY AND MA	H TO WALTER D.	MAUL, JR.	()
OUSEHOLD BANK	FSB XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	WKX "OF	FICIAL SEAL"
55 E. LAKE STR	EFT (Address)	Notary PL	JO BROUGHTON § ublic, State of filinois. §
BLOOMINGDALE,			Ission Expires 7-28-92 &

UNOFFICIAL COPY

3900348

77 :21 Rd DE 701 130

3900348

3900348 Submitted by

Property or Cook County Clerk's Office

Fremised

Arthoss

E Eyer cortil. to__

F.Chass

Diliver duplicate Trust Cood to F.A.T.I.C./PETRICIG

Co. 7. for a Gura 753-6780. First American Thin Insurance Company of the Niid West

1432964 N DUPLICATE

HOUSE T