

153845

MORTGAGE

051825368

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 1, 1991, The
mortgagor is ROBERT J. SCHULZ AND CYNTHIA M. SCHULZ, HIS WIFE.

(“Borrower”). This Security Instrument is given to St. Paul Federal Bank for Savings.

which is organized and existing under the laws of **United States of America** , and whose address is
..... **5700 N. North Ave., Chicago, Illinois 60635** ("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED NINETY SIX THOUSAND AND NO./100--**
..... **296,000.00** Dollars (U.S. \$ **296,000.00**). 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 **DECEMBER 1, 2021** 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** County, Illinois:

LOT TEN IN BLOCK FOUR IN FRED J GILLICK'S PARK RIDGE CREST,
BEING A SUBDIVISION OF THE NORTH 350 FEET OF THE WEST HALF
(1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 25, TOWNSHIP
41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

PIN #09-25-300-003-0000

which has the address of **523 N. WASHINGTON** **PARK RIDGE**
[Street] [City]
Illinois **60068** ("Property Address");
[Zip Code]

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

2398 SEP 91

Form 3014-9/90 (page 1 of 6 pages)

RNS One

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Finally, we can see that the probability over this sequence of payments, and therefore the probability of getting paid, is very low. This is because the probability of getting paid at each step is very low, and the probability of getting paid at all steps is the product of the probabilities of getting paid at each step.

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

Upon payment in full of all sums accrued by this Security instrument, each party shall promptly return to Borrower any funds held by Lender.

If the funds held by lender exceed the amounts permitted, to be held by applicable law, lender shall account to borrower for the excess funds in accordance with the requirements of a applicable law, if any, or the amount necessary to make up the deficiency in no more than twelve monthly payments, in lender's sole discretion.

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 immediately preceding payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly insurance premiums or ground rents on the Property, if any; (c) yearly hazard of property insurance premiums; (d) yearly liability insurance premiums, if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to flood insurers, or premiums, if any; (g) yearly maintenance premiums, if any sums; and (h) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph g, in lieu of the payment insurance premiums. These sums are called "Tax and Insurance Premiums". In any event, Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum permitted under the Note.

1. Payment of Principal and Interest; Prepayment 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.

This section highlights some of the more common misconceptions about real property.

TOGETHER WITH all the improvements now or hereafter effected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All public monuments and addititions shall also be covered by this Security.

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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, the insurance proceeds shall be applied to the sum 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 required 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; Leasesholds. 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 requires 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

Form 3014 8/90 (page 3 of 3 pages)

[Handwritten signatures]

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10 SEP 98 C2

~~Form 3100-1000 (Rev. 4-28-61) DODGE PICTURE~~

13. Governing Law and 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 or Note are declared to be severable,

13. Notices. Any notice to be given under this instrument shall be given in writing or by electronic mailing and shall be deemed to have been given to Borrower or Lender when given in accordance with the notices.

13. **Louis Cernaglia**, If this law is finally implemented so that the interests of other than shareholders could stand or to be controlled in some manner, and that law is severely affected by changes, it will have little if any effect on the Note.

11. Borrower Not Releascd; Lender Not a Waiver; Extension of the time for payment or modification of nonrecourse debt secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be relieved of the obligation to pay to this Security Instrument any amount due thereon by reason of Borrower's failure to pay to Lender to any successor in interest of Borrower the amount due thereon by reason of the extension of the time for payment or modification of the nonrecourse debt.

(which is under and forward of the stern) in writing, any application of pressure to it must be done in such a way as to avoid any damage to the hull.

If the Property is so damaged by Fire or Water, or if, after notice by Landlord to Tenant, the condition offered to make an award of actual or punitive damages, however fails to respond to Landlord within 30 days after the notice is given, Landlord is authorized to complete and apply the proceeds, at his option, either to restoration or repair of the Property or to the same secured by his Security Deposit, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument, whether or not the same accrued by reason of the taking, unless a Borrower paid to the trustee the amount of the principal balance of the Property in full at the time of the taking, in which case the sum accrued by the trustee shall be applied to the sum secured by this Security instrument, whether or not the same accrued by reason of the taking, unless a Borrower paid to the trustee the amount of the principal balance of the Property in full at the time of the taking.

10. **Commemoration**. The proceeds of any award of the Prizes, or for damages, direct or consequential, in connection with any competition or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

9. Inspectors, under or in agent may make reasonable entries upon and inspections of the property. Under shall give however notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

of information and for the period in which the leader remains (provided that by the time he receives it, the information may no longer be relevant), in the opinion of Lender.

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LOAN RIDER 4000930

LOAN NO. 051825368
DATE NOVEMBER 1, 1991

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

523 N WASHINGTON, PARK RIDGE IL 60068

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Robert N. Schauel
ROBERT N. SCHAUER, Borrower

Cynthia M. Schauel
CYNTHIA M. SCHAUER, Borrower

4008980

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Property of Cook County Clerk's Office

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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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails 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 Reinstate. 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 as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). This 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

Form 3014-990 (page 3 of 6 pages)

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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)]

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other(s) (specify) **LOAN RIDER**

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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.

Robert N Schaul
ROBERT N SCHAUL (Seal)
-Borrower

Social Security Number **351-42-3807**

Cynthia M. Schaul
CYNTHIA M SCHAUL (Seal)
-Borrower

Social Security Number **338-54-5712**

[Space Below This Line For Acknowledgment] _____

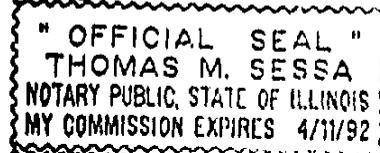
STATE OF ILLINOIS, **COOK**, County ss:

I, **The Undersigned**,
a Notary Public in and for said county and state, certify that **ROBERT N SCHAUL AND CYNTHIA M SCHAUL**,
HIS WIFE,
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 T. he, Y.
signed and delivered the instrument as **THEIR** free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this **11** day of **November**, 1991.

My Commission expires: **4-11-92**

Thomas M. Sessa
Notary Public



RAYMOND F SEIFFERT
ST PAUL FEDERAL BANK FOR SAVINGS
6700 W NORTH AV
CHICAGO, IL 60635