

# UNOFFICIAL COPY

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2001-04-19 10:36:55  
Cook County Recorder 33.50



418301

## MORTGAGE

If box is checked, this mortgage secures future advances.

THIS MORTGAGE is made this 22ND day of MARCH 20 01, between the Mortgagor, MARK C. DOENECKE AND SUSAN L. DOENECKE, AS HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, (herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION III

a corporation organized and existing under the laws of DELAWARE whose address is 188 E. GOLF RD. SCHAUMBURG, IL 60173 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 24,683.72 evidenced by Borrower's Loan Agreement dated MARCH 22, 2001 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 22, 2016

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of COOK State of Illinois:

CONTINUED ON ATTACHED EXHIBIT A

which has the address of 253 CHAPARRAL CIR. (Street) ELGIN (City) Illinois 60120 (herein "Property Address"); (Zip Code)



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*Spd  
By  
mjs  
aw*



\*D082855EAL95MTG90001L0012930\*\*DOENECKE

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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 leasehold estate if this Mortgage is on a leasehold) 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

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.

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, (c) the grant of any leasehold interest of three years or less not containing an option to purchase (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, 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 does not agree to such sale or transfer, 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 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, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. 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.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Mark C. Doenecke  
MARK C. DOENECKE -Borrower

Susan L. Doenecke  
SUSAN L. DOENECKE -Borrower

STATE OF ILLINOIS, KANE County ss:

I, LISSETTE HERRERA, a Notary Public in and for said county and state, do hereby certify that MARK C. DOENECKE AND SUSAN L. DOENECKE, AS HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY. 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 T he y signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22 day of MARCH, 20 01.

My Commission expires:

Lissette Herrera  
Notary Public



This instrument was prepared by:

HOUSEHOLD FINANCE CORPORATION III  
(Name)

188 E GOLF ROAD  
SCHAUMBURG, IL 60173  
(Address)



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(Space Below This Line Reserved For Lender and Recorder)

COOK COUNTY CLERK'S OFFICE  
COUNTY CLERK  
RETURN TO:  
RECORDS PROCESSING SERVICES  
577 LAMONT ROAD  
ELMHURST, IL 60126

Property of Cook County Clerk's Office

03-13-00 MTG

IL001296



\*D082855EAL95MTG9000|L0012960\*DOENECKE

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EXHIBIT A (PAGE 1)

UNIT 36-1 BEING A PART OF A LOT 36 IN WOODLAND CREEK  
SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST  
1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED MARCH 15, 1990 AS DOCUMENT 901174902 IN THE CITY  
OF ELGIN, COOK COUNTY, ILLINOIS. MORE PARTICULARLY  
DESCRIBED AS FOLLOWS: LOT 36 (EXPECTING THEREFROM)  
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 36; THENCE  
NORTH 87 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF  
52.56 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY  
ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF  
170.50 FEET FOR A DISTANCE OF 26.52 FEET TO A POINT 97.96  
FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 36  
(AS MEASURED ALONG SAID ARC OF CURVE THEREOF); THENCE NORTH  
13 DEGREES 33 MINUTES, 22 SECONDS WEST, A DISTANCE OF  
110.53 FEET TO A POINT 53.29 FEET WESTERLY OF THE NORTHEAST  
CORNER OF SAID LOT 36 (AS MEASURED ALONG THE NORTHERLY LINE  
THEREOF); THENCE NORTH 36 DEGREES 32 MINUTES 37  
MINUTES, 46 SECONDS WEST, A DISTANCE OF 116.31 FEET TO THE  
PLACE OF BEGINNING.  
PIN: 06-17-311-030-0000

