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MAIL TO

This instrument was prepared by:

E. JEFFERSON/HOUSEHOLD FINANCE CORPORATION III

(Name)

1330 W. 127th Street, Calumet Park, IL 60643

(Address)



MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 14th day of November, 1986, between the Mortgagor, MARIAN C. MADDEN AND ROBERT T. MADDEN, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee,

HOUSEHOLD FINANCE CORPORATION III, a corporation organized and existing under the laws of DELAWARE, whose address is 1330 W. 127th Street, Calumet Park, IL 60643 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ xxxxxxxx xxxx xxxxxxxx which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated xxxxxx xxxx xx and extensions and renewals thereof, including those pursuant to any Renegotiable Rate Agreement, (herein "Note"), providing for monthly installments of principal and interest at the rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on xxxx xxx xx

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 70,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 11/14/86 and extensions and renewals thereof (herein "Note"), providing for a credit limit of \$ 70,000.00 and an initial advance of \$ 20,000.00.

TO SECURE to Lender the repayment of the indebtedness, including any future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 8 IN BLOCK 10 IN PALOS GARDENS UNIT NUMBER 4, BEING A SUBDIVISION OF PARTS OF LOTS 1, 2, AND 3 IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NO. 24-32-117-008

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which has the address of 6237 W. 129TH PL. PALOS HEIGHTS
(City)

Illinois 60463 (herein "Property Address") and is the Borrower's address.
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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DEPT-01 RECORDING
T#3533 TRAN 3321 11/18/86 12:49:00
\$13.00
COOK COUNTY RECORDER
46273 # A X - 86-547455

(Space Below This Line Reserved For Lawyer and Recorder)

Notary Public
E. JEFFERSON

My Commission expires:

Given under my hand and official seal this 14th day of November, 1986.

I, E. JEFFERSON, a Notary Public in and for said county and state, do hereby certify that
personally known to me to be the same person(s) whose name(s) ARE _____
appeared before me this day in person, and acknowledged that THE Y signed and delivered the said instrument as
free voluntary act, for the uses and purposes therein set forth.

MARTIN C. MADDEN AND ROBERT T. MADDEN, HUSBAND AND WIFE

I, E. JEFFERSON, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK County ss;

MARTIN C. MADDEN ROBERT T. MADDEN - Borrower

MARTIN C. MADDEN ROBERT T. MADDEN - Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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.

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

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (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 secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, 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.

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10. Borrower Not Responsible For Delays. 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 to Lender to pay the sums secured by this Mortgage in accordance with the terms hereof.

that Lender shall give Borrower notice prior to any such inspection specifically reasonable cause therefore related to Lender's interest in the Property.

such amounts shall be payable upon notice from Lender to Borrower requesting payment thereon. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

"any amounts disbursed by Lender in pursuance to this Paragraph, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment,

Creating a government that condemns the conduct of its members' Seccurity, and promotes their own interests, to perform the requirements and arrangements contained in this Memorandum or

6. Preservey in Good repair and Maintenance of Property; Leasesholds; Condominiums; Planned Development; Borrower shall keep the Property in Good repair and shall not commit waste or permit impairment 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 or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants of any lessee if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium

If the Property is abandoned by Borrower, or if Borrower fails to respond to a demand within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect any amounts due Lender by Lender's option either to restore or repossess the Property or to sell the sums received by this Mortgagee.

In the event of a loss which has priority over this Mortgagee, aggregate liability shall give prompt notice to the insurer after and before Lender. Lender may make proof of loss if not made promptly by Borrower.

to hold the policies and remedies that thereof, subject to the terms of, any mortgagee, need of trust or other security to lend such amounts as may be necessary to meet the expenses of, any instrument, articles and remedies sued in a tort or otherwise to hold the policies and remedies standard in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and remedies standard in favor of and in form acceptable to Lender, in accordance with the terms of any mortgage clause, subject to the terms of, any mortgagee, need of trust or other security to lend the amounts as may be necessary to meet the expenses of, any instrument, articles and remedies sued in a tort or otherwise to hold the policies and remedies standard in favor of and in form acceptable to Lender.

The insurance carrier shall be chosen by Borrower subject to approval by Lender; provided, however, that such other hazards as Lender may require, against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

or ground rents, if any.

4. Prior Mortgages and Deed of Trust; Clauses; Lenses. Borrower shall perform all of Borrower's obligations under any mortgages or other security agreements which have priority over this mortgage, assessments, charges, costs and expenses to make payments when Borrower fails to do so.

3. Application of Payments. All payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender to the principal in payment of amounts payable to Lender by Borrower under paragraphs I and 2 hereof, and then to interest, and then to the principal.

at the time of application as a credit against the sums secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender any amount due under this instrument to pay taxes, assessments, insurance premiums and other charges which have been paid by Lender in substitution for sums due under this instrument.

the new assessments, including the new tests, will be administered in April, 1968.

for the sums secured by this Mortgagee.

or applicable law requires such interest to be paid, Lender shall have the right to charge, without regard to whether or not the Funds are used to pay Borrower's debts to the Funds, interest at the rate of 12% per annum on the principal amount of the Funds, plus all fees, costs, expenses, and other charges due under this Agreement.

on the Funds and authorizing said account or certifying said account or the Funds shall be paid to Borromeo, and unless Lender may agree in writing at the time of execution of this Mortgag e that interest on the Funds shall be paid to Borromeo, and unless such agreement is made

estimates such payments to the holder of a prior mortgage or deed of trust in such holder is an institutional lender.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the first day of each month and thereafter semi-annually, at the rate of one-twelfth of the early taxes and assessments imposed on one-half of the principal and interest due from the date of the Note.

1. **Pyramide of Principal and Interest at Variable Rates.** This mortgag e secures all payments of principal and interest due Note. Borrowers shall promptly pay when due all amounts received by the Note.

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