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THIS INSTRUMENT PREPARED BY

86173769

J. A. KREY

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

P.O. BOX 7075

PASADENA, CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

**Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN**

LOAN NO. 4389516-5

PT 6-03-185

This Mortgage, made this 1st day of MAY, 1986, between

ROSALIND LARSEN UNTERBERGER MARRIED TO LEONARD UNTERBERGER

herein called BORROWER, whose address is 615 NORTH FOREST AVENUE

(number and street)

OAK PARK
(city)

IL
(state)

60302
(zip code)

, and

and HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

LOT 33 IN CEMMICK'S SUBDIVISION OF 10 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 615 NORTH FOREST AVENUE, OAK PARK, IL 60302

PTN: 16-06-019-035

86173769

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in addition, all basements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now, or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services, and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters, and other hot cabinets, it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby, and (c) all water and water rights (whether or not appurtenant). Borrower agrees to execute and deliver from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

FOR THE PURPOSE OF SECURING:

- (1) Payment of the sum of \$ 411,300.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MAY 10, 1991, payable to Lender or order, and all modifications, extensions, or renewals thereof; (2) Payment of such sums as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extensions or renewals thereof; (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby; (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building lease agreement or other agreement between Borrower and Lender relating to such property; (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property; (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant for maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 60 days after such written request is made; (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower) to such property, due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise accrued or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower; (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth; (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

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10.1.3 *Open-Source License Holders* It is also possible to use open-source software under a license that does not require attribution. This is done by using a license that does not require attribution, such as the MIT or Apache 2.0 licenses.

and therefore have no right to withdraw, and therefore do not bind him. The property of the corporation is the property of the corporation, and not of the members.

For example, a party may be required to provide a copy of its by-laws and take such action as may be necessary to make them available to the corporation or to any shareholder or member who so requests.

any damages, compensation or interest which may accrue and any other expenses or costs of defending any action or proceeding in respect of such property. And Leader is hereby authorized, without obligation so to do, to prosecute any necessary claims and to take such action as he deems appropriate to protect the power of attorney for the benefit of the principal.

(g) **Liquigation.** Borrower shall deliver this Agreement to all of such property whether or not it differs from the original form of this Agreement as may be required by law. Any such changes shall be made in good faith and without undue delay.

Debtors may be liable for injury or other insubordination under a mortgagee's policy, in connection with any conduct or omission which results in or contributes to his/her death or disability, or which results in his/her incapacity to pay debts.

of matching said properties of any part thereof, including arrangements of or parts of any part thereof, and the proceeds thereof shall be paid to Lender and each and every other party to whom amounts of principal and interest and any other amounts due under this Mortgagor's Note, and the balance of such amount, if any, shall be paid to the Lender.

property which may be subject to a charge or other interest of ownership by Borrower, whether accrued before or after the date of this Mortgage, for damage to such property or in connection with the sale or cancellation of the funds loaned to Borrower by such party or in connection with the transfer of any part of the property to another.

(7) **Compounds as a record required by law**
Any compound applied to any of the properties for which the impound account is established, Lender or other make such reports of liability in lieu of billing statements.

All monies paid to Lender under this Paragraph may be disbursed with other monies of Lender and shall not bear interest or obligations paid to Lender under this Paragraph until such time as all other monies of Lender have been disbursed.

(b) Impounds. To pay to Lender or Lender's bank so requested, in addition to any other dayments required hereunder, monthly advances against such property, and such agreement shall constitute a modificaion of this Mortgage.

In this section of the paper we will discuss the properties of the new class of functions introduced in Section 2. We will show that the new class of functions is a natural extension of the classical class of functions studied by Sato [19].

any such payment, Lender will not make or advance such payment without consent from the validity of amount may affect its right to do so. Any such payment, Lender will not make or advance such payment without consent from the validity of amount may affect its right to do so.

shoulder blades and upper back at the request of Borrower or any successor in interest (5) if such property incident to a leasehold interest held by Lender and during the term of Borrower's leasehold interest (6) if such property is subject to conditions or covenants of record which permit Lender to sue for recovery of any such property or any portion thereof under the laws of the state where the property is located.

Under normal circumstances, charges for services rendered, with immediate payment or an agreed-upon date, or to appear before a court or superior officer, hereto. (2) all costs, fees and expenses of this witness whether or not defrayed, incurred, (3) fees or amounts allowed by law thereafter, if the same when such request is made; (4) such other charges as the Landor may deem reasonable for amounts defrayed by the Landor, excepted by Landor to exceed the maximum charges for any statement before the Landor, which are, or to appear before a court or superior officer, hereto. (2) all costs, fees and expenses of this witness whether or not defrayed, incurred, (3) fees or amounts allowed by law thereafter, if the same when such request is made; (4) such other charges as the Landor may deem reasonable for amounts defrayed by the Landor, excepted by Landor to exceed the maximum

(5) Taxes and Other sums Due. To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes afflicting such property (b) when due, all special assessments for public improvements, (c) on demand of landlord but no demand letter shall be in default, and (d) for amounts so paid by the promissory holder on or before December 31, when demand

Any such conflict policy, and agrees that all unduly delayed or unnecessary shall incur to the detriment of, and pass to, the Purchaser of the property.

total, and play the premium thereafter. Lender shall not be chargedable with obtaining or maintaining such insurance as required by law or by insurancemanufacturer's terms and conditions of coverage.

measures is needed to deliver such instruments. Lender will write a policy document of the premium showing any payment of premiums by the company or company's agent to the borrower. Borrower by executing this Mortgage Agreement, he agrees to pay all amounts due under this Agreement.

Companies as may be satisfied by the Board, with less probability of such insurable risks than those mentioned above, may be insured by the Board.

(3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as at the date of this Mortgage.

The liability of the carrier for damage to goods shall be limited to the amount of the insurance premium paid by the shipper.

per son or his assigns or to the donee and so to become all other fees and charges of recovery under any building loan agreement relating to such property.

3.2 Construction of improvements

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(11) **Prepayment Charge.** Should any note or obligation secured hereby provide any fee for prepayment of any of the indebtedness secured hereby, to pay said fee notwithstanding, Borrower shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may: (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto, and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured herein and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and shall such sum and interest thereon be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) **Acceleration Clause: Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily or leases such property or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of such property or drills or extracts or turns into a lease for the drilling for or extracting oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property, or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred, or (c) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period, or (d) Borrower is a trust and there is a change of beneficial owner(s) with respect to more than 25% of such property, or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(17) **No Waivers by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence, shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage, cannot be charged or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or may sue, or sue in interest to Borrower, and Lender.

(19) **Right to Collect and Receive Rents and Profits.** Notwithstanding any other provisions herein, Lender hereby grants permission to Borrower to collect and retain the rents, dues, income, and profits of such property as they become due and payable, but Lender reserving the right to revoke such permission at any time with or without cause by notice in writing to Borrower, mailed to Borrower at his last known address. In any event, such permission to Borrower, when revoked, shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any a payment hereunder. On any such default, Lender may at any time without notice, either to person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property or any part thereof, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues or profits, nor the failure to assert or enforce any of the foregoing rights. The enforcing upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or non-payment default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the same at its option, either before, contemporaneously with, or after any Mortgagor's sale is made hereunder, and in any event of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of this indebtedness secured hereby. The Lender or holder authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums of money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any amounts held by Lender under paragraph (B) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall release Borrower from paying installments on the obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by Lender on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and other expenses, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitment for title insurance. Such fees, charges and costs may be estimated at customs to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to vindicate its title to any sum which may be had pursuant to such decree the true condition of the title to the value of the Property. All expenditures and expenses of the nature of the paragraph mentioned shall be one so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of the Mortgage or any indebtedness hereby secured, (b) preparation for the commencement of any suit for foreclosure hereof after the final of such right to foreclose whether or not actually commenced, (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, (d) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority, first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof, second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage, third, any surplus to Borrower, his legal representatives or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** Times of the action on, to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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LICEN. NO. 65991-5-2

Notary Public

My commission expires

person I fully know to me to be the above person whose name is John J. O'Leary subscriber to the above joint instrument, appeared before me this day of July, 1979, and I do hereby certify that he was and is personally known to me and I do acknowledge that the above joint instrument is executed by him in his individual capacity and not in his capacity as a member of the firm of O'Leary & O'Leary.

I, John J. O'Leary, Notary Public in and for said county and state, do hereby certify that the above joint instrument is executed by the above named person in his individual capacity and not in his capacity as a member of the firm of O'Leary & O'Leary.

State of Illinois

County of Cook

Attest: John J. O'Leary Notary Public
Date: July 19, 1979
Place: Chicago, Illinois
Signature of Notary Public

Signature of Borrower

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE HE SENDS OR MAILED TO HIM AT HIS ADDRESS HEREINABOVE BE FORWARDED

immediately.

1.1 Adjustable Rate Mortgage Provisions. The Note which this Mortgagee receives is an adjustable mortgage loan on which the interest rate will be added to the principal due to the original principal amount plus any unpaid interest accrued prior to the date of the adjustment.

1.2 General Provisions. It is a Mortgyee's option to apply for a loan or continuing advance of principal and interest on the balance of the principal and interest due on the note at the time of application. This mortgagee may make arrangements with the mortgagor for payment of principal and interest in monthly installments.

1.3 Notice to Borrower. Any notice to the Borrower provided for in the Note shall be given to him at his address in and property.

1.4 Waiver of Habeas Corpus. Borrower hereby waives all right of habeas corpus and exemption from personal service of process.

1.5 Miscellaneous Provisions or Nonresidence. Borrower certifies that he resides in this State and that he has no other place of residence or habitual abode in this State. He further certifies that he is not a citizen of the United States and that he is not a resident of the Commonwealth of Massachusetts or of any other State or territory of the United States. He further certifies that he is not a resident of any foreign country and that he has no other place of residence or habitual abode in any foreign country.

1.6 Officers. No officer or employee of this Mortgagor shall be liable for compensation paid by this Mortgagor to any officer or employee of this Mortgagor or to any other officer or employee of this Mortgagor for services rendered by him to this Mortgagor.

1.7 Governing Law. Severability. This instrument is intended to be void if any provision of this instrument is held to be unconstitutional or illegal.

1.8 Miscellaneous. This instrument is to be construed and interpreted according to the law of the State of Illinois. Any action or proceeding to enforce the terms and conditions of this instrument may be brought in any court of competent jurisdiction having jurisdiction over the parties to this instrument.

1.9 Acknowledgment. This instrument is acknowledged by the parties hereto to be a true and accurate copy of the original instrument.

1.10 Counterparts. This instrument may be signed in counterparts and delivered by facsimile transmission or otherwise and shall be deemed to be executed when each party has signed a copy of this instrument and delivered it to the other party.

1.11 Acknowledgment. This instrument is acknowledged by the parties hereto to be a true and accurate copy of the original instrument.

1.12 Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest at the rate of 12% per annum, shall be secured by this Mortgage. The amount of such Future Advances shall be agreed upon by the parties hereto and delivered to Lender such certificate shall be delivered to Lender within ten days after the date of this instrument and shall be accompanied by a written statement of the amount of such Future Advances.

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WAIVER

OF

RIGHT OF HOMESTEAD EXEMPTION

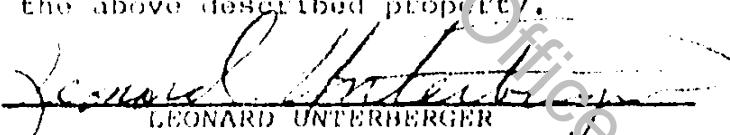
THE UNDERSIGNED, LEONARD UNTERBERGER, whose address presently is 330 S. Wesley, Oak Park, Illinois and who is married to ROSALIND LARSEN UNTERBERGER, hereby waives all marital rights, including but not limited to all right of homestead exemption in the real property legally described as follows:

LOT 33 IN CZMOCK'S SUBDIVISION OF 10 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 615 NORTH FOREST AVENUE,
OAK PARK, IL. 60302

LEONARD UNTERBERGER also represents and warrants that he is not presently residing in, nor will he ever reside in, the above described property.

LEONARD UNTERBERGER acknowledges that ROSALIND LARSEN UNTERBERGER is purchasing the above described property and that she is granting a mortgage to HOME SAVINGS OF AMERICA, F.A.C. ("Lender") on the above described property. LEONARD UNTERBERGER specifically states that he intends by this document to assure Lender and the PRAIRIE TITLE INSURANCE COMPANY, INC., the title insurer of Lender, that he has no interest in and he will make no claim whatsoever against the above described property.


LEONARD UNTERBERGER

DATED: 23 April 86

State of Illinois)
County of Cook) SS:

I, THE UNDERSIGNED, a notary public in and for said county and state, do hereby certify that LEONARD UNTERBERGER, MARRIED TO ROSALIND LARSEN UNTERBERGER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official
this 24 day of April, 1986. C. Andrew Wyzga, Jr.

NOTARY PUBLIC

My commission expires: May 15, 1987