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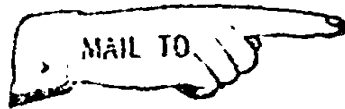
THIS INSTRUMENT PREPARED BY:

D. S. WALLER

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

②

86366514



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

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 663109-9

254308

This Mortgage, made this 19th day of AUGUST, 1986, between
HAYDN D. ROBERTS AND EVELYN S. ROBERTS, HUSBAND AND WIFE

herein called BORROWER, whose address is 790 GREENWOOD ROAD

(number and street)

NORTHEROOK
(city)

IL
(state)

60062
(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:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS 790 GREENWOOD ROAD, NORTHEROOK, IL. 60062

PTN: 04 04 302 055 0000



Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in addition (a) all easements 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 water vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such (a) and (b) 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 \$1,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of AUGUST 20, 2015 made by Borrower, 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 loan 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 to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made; (7) All 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 secured 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.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES: (1) Construction or improvements. To complete in good and workmanlike manner any building or improvement or repair relating to the property...

(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed...

(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 may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content and by such companies as may be satisfactory to Lender...

(4) Life, Health or Accidental Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default...

(5) Taxes and Other Sums Due. To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes on such property; (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amount becomes due...

(6) Impounds. To pay to Lender, if Lender shall so request in addition to any other payments required hereunder, monthly advance installments as estimated by Lender for taxes, assessments, insurance premiums, ground rents or other obligations secured by this mortgage (hereinafter referred to as "such obligations")...

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise, (a) for injury or damage to such property, or (b) in connection with any condemnation for public use or injury to such property...

(8) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property, or injury or damage to such property...

(9) Litigation. Borrower shall defend this first in any action or proceeding brought to affect such property or not to affect the lien hereon, purporting to affect the lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property; and Lender is hereby authorized, without obligation as to do, to prosecute or defend...

(10) Loan on Leasehold Estate. If such property including a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest or the terms of which it is subject...

(11) Mortgage. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate this Mortgage in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement...

(12) Assurances. Borrower shall defend this first in any action or proceeding brought to affect such property or not to affect the lien hereon, purporting to affect the lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property...

(13) Assurances. Borrower shall defend this first in any action or proceeding brought to affect such property or not to affect the lien hereon, purporting to affect the lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property...

(14) Assurances. Borrower shall defend this first in any action or proceeding brought to affect such property or not to affect the lien hereon, purporting to affect the lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property...

(15) Assurances. Borrower shall defend this first in any action or proceeding brought to affect such property or not to affect the lien hereon, purporting to affect the lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property...

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(24) **Future Advances.** Upon the terms of Borrower's election prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances with interest thereon shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. All such notes shall be paid in full for the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus \$1,000.00.

(25) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such properties and all such information as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver in writing such further additional information as required by Lender relating to any of such financial statements.

(26) **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to and shall be construed and governed by the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have, in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when the first demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property.

(30) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender hereon. Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (c) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage, and shall not be used in construing it.

(32) **Adjustable Rate Mortgage Provisions.** The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREIN ABOVE SET FORTH.

Signature of Borrower

Haydn D. Roberts
HAYDN D. ROBERTS

Evelyn S. Roberts
EVELYN S. ROBERTS

DEPT-91 RECORDING \$14.25
T42222 TRAM 0837 08/20/86 15:47:00
13865 * B * 86-365514
COOK COUNTY RECORDER

State of Illinois *COOK* County ss:

I, the undersigned
HAYDN D. ROBERTS AND EVELYN S. ROBERTS, HUSBAND AND WIFE
a notary public in and for said county and state, do hereby certify that

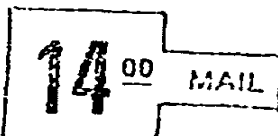
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this *15th* day of *August*, 19 *86*

My commission expires: *6/14/87*

Kevin J. King
Notary Public

LOAN NO. 663108-9



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PARCEL I:

THAT PART OF LOTS 23, 24 AND 25 (TAKEN AS A TRACT) IN OLIVER SALINGER AND COMPANY'S DUNDEE ROAD ACRES, BEING A SUBDIVISION OF THE EAST 36 RODS OF THE WEST 74 RODS OF THE SOUTH 120 RODS OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12E, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

H.A.R.
E.S.R.

INITIAL

COMMENCING AT A POINT 128.70 FEET NORTH OF THE SOUTH LINE AND 41.19 FEET WEST OF THE EAST LINE OF SAID TRACT (BOTH RIGHT ANGLE MEASURE); THENCE SOUTH 0 DEGREES 06 MINUTES 33 SECONDS EAST, A DISTANCE OF 58.12 FEET TO A POINT, SAID POINT BEING 70.58 FEET NORTH OF THE SOUTH LINE AND 40.93 FEET WEST OF THE EAST LINE OF SAID TRACT (BOTH RIGHT ANGLE MEASURE); THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE TO 50.43 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 06 MINUTES 33 SECONDS WEST, A DISTANCE OF 58.12 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 18.06 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 33 SECONDS EAST, A DISTANCE OF 20.42 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 6.92 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 33 SECONDS EAST, A DISTANCE OF 37.70 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

H.A.R.
E.S.R.

ALSO

PARCEL II:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I OVER THE "COMMON AREA" DESIGNATED IN EXHIBIT "A" OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS DATED OCTOBER 20, 1982 AND RECORDED FEBRUARY 25, 1983 AS DOCUMENT 26518091.

P. I. N. 04-04-302-055-0000

[Handwritten signature]