Adrienne Janopoulos

7044 W Cormak Rd Borwyn, (Address) IL 60402

## **MORTGAGE**

## ☑ IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE	is made this	day	of	Septo	mber	., 19	86
between the Mortgagor, _	Edward J Wi	enn and	<u>Pamela</u>	A Wrenn	ı his wi	<u>ce. in</u>	<u>Joint</u>
Tenancy	(herein	"Borrower"),	and the	Mortgagee,	llouseho	ld Fina	ance
Corporation III existing under the laws	of Dollars			in 70.1.1	a cor	poration of	ganized and
Berwyn, II. 6040	OI TRIENTIE	, whose	e address	therein "Le	<u>W. CCLilleri</u> Dilec''i		<del></del>
perakit III noar	<u> </u>	<del></del>		(nerein Le	ilidei ).		
The following paragra	aph preceded by a cl	necked box is	applicable	:			
WHEREAS, Born	over is indebted to	Lender in the	principal s	sum of U.S. S	4991.76		
which indebtedness is evic	iericed by Borrower'	s Loan Repayi	ment and	Security Agre	eement dated	9/4/8	
and extensions and renewal for monthly installments of adjustments to the amoun address stated above, with	of principal and inter t of payment or the	est at the rate contract rate i	specified f that rate	in the Note (	herein "contra and other chai	ict rate") (ii ges payable	ncluding any
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LI WHEREAS, Borre thereof as may be advance	ower is indecied (a) a	wer's Revolvi	principal s	Sum of \$^	MANAAAA		or so much
extensions and renewals the	hereof (herein "Note	"), providing f	or a credi	t limit of <b>S</b>	XXXXX	***	and an
initial advance of \$	XXXXXXXX	C. Proprinting .			********	16-14	
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with interest thereon at the rate if that rate is variable) herewith to protect the secontained, Borrower does County of COOK	e applicable contract and other charges; the urity of this Mortgag	rate (if cly,diag ne payment of a e: and the perfe	g any adju all other si ormance o	stments to thums, with intentions of the covenanter the follow	e amount of perest thereon, its and agreem	sayment or advanced in ents of Borroperty lo	the contract accordance rower herein cated in the
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			9	4			
Lot 4 in the Res 9 inches thereof 50, 51 and 52 in North, Range 13 Illinois.	) in Block 5 Circuit Cou	2 in Subort Partil	divisi tion i	on or Bl n Sectio	ocks 45, n 31, To	47, 48 Wnship	1, 49, 39
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16-31-331-024 1				•	#1707 W	MAN 1150	\$1 97/98/84 19 (97 () 54一さフロ4章 XORDER
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which has the address of	3818 S Oa	k Park			Bor	wyn	
	(Str				(C'ity		•
Illinois 60402 (Zip Code		(herein "	Property	Address") and	d is the Borro	wer's addre	ex.
tanp Conc	•						
TOGETHER with all the and rents, all of which shall foregoing, together with salto as the "Property."	I be deemed to be an	nd remain a na	rt of the	property cove	red by this M	ortgage: ar	d all of the

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.

20. Release, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall costs of recordation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortanae.

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	Notary Public		100			
	Will !	ug n			5/4/8	My Commission expires:
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ud instrument as therein set forth.	ned and delivered the sa the uses and purposes t	he <u>y</u> sign lary act, for	that begbe	, and acknowl	nornaq sii ye	de sint sm. snoted benesque Tierdi
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	county and state, do he					I, John J Mini
<b>\$</b>	County sa:	<b>—</b>		ООК	) <del>)</del>	STATE OF ILLINOIS,
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Borrower	мтепп	T PIEMT	) <u>a</u> 2			
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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in

the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying. the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law equires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Leader shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured of this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes assements, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insuran performiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereef the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender

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

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts revealed to Lender by Borrower under paragraph 2 hereof, then to interest,

and then to the principal.

4. Prior Mortgages and Deed of Trust; Charge: Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall ray or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured

against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by Forrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any nortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender 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 and apply the insurance proceeds at Lender's option either to restoration or repeir of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Level prenents. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration 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 an't in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the decir at on or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.

Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys'

fees, and take such action as is necessary to protect Lender's interest.

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

8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien

which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Walver. 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. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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actually received.

appointed by as court to entat, take possession of and manage the Property and to collection of the Property and to collection of the possession of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable strong and or the same secured by this Mortgage. The receiver shall be liable to account only for those rents of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph? hereof or abandonment of the Property, Lender shall be entitled to have a receiver

19. Assignment of Bents; Appointment of Beceiver. As additional security hereunder, Borrower hereby assigns to Lender the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment

incurred by Lender in enforcing the covenants and agreements of Borrower contained in time montgage, and in contents of Borrower's by Lender in enforcing the covenants and agreements of this Mortgage, Lender's interest in the Property 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 and Borrower's obligation to pay the sums secured by this Mortgage shall force and effect as if no acceleration our secured by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration. 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 reasonable expension other covenants of Borrower ontained in this Mortgage; (c) Borrower pays all reasonable expension incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing the covenants and agreements of Borrower contained by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in the covenants of Borrower contained in this Mortgage, and in the covenants of Borrower contained in this Mortgage, and in this Mo to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to carvice this Mortgage

to the expiration of such period, Lender may, without further notice or cemand on Borrower, invoke any remedica permitted by paragraph 17 hereof.

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

17. Acceleration; Remedica. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or Leader prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach of the action required to cure such breach is provided in paragraph 16 hereof specifying; (1) the breach of the action required to cure such breach in 10 days from the date specifying; (1) the breach of the action required to cure such breach on or before the antice is mailed to Borrower, and the breach on or before the cure and this Mortgage, foreclosure by judicial acceleration of the sums secured by this Mortgage, foreclosure by judicial and or before the foreclosure and the foreclosure inform Borrower of the right to remarks a flet in acceleration and "a foreclosure. If the breach by this Mortgage to not before the date specified in the notice, Leader to acceleration and "a foreclosure. If the breach by this Mortgage to not before the angle such and proceeding. And foreclosure, if the breach by foreclosure into the proceeding the nonexistence of a default or any other defense of Borrower to acceleration and "a foreclosure. If the breach by foreclosure in the foreclosure in the foreclosure in the foreclosure. If the breach by foreclosure, inc no being the centred for collect in such approach and title reports.

18. Borrower's Right to Relatite. Notwithstanding Lender's acceleration of the sums accured by this Mortgage dusting the foreclosure, inc not be contracted to only decrease and course of documentary evidence, abstracts and title reports.

18. Borrower's Right to Relatite. Notwithstanding Lender's acceleration of the cure of the foreclosure. Mortgage by publication of the contract to edge of the foreclosure in Mortgage by publication of the contra

to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedica permitted immediately due and payable. If Lender exercises such option to locelerate, 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 may pay the sums duclated due. If Borrower fails to pay such sums prior is mailed or delivered within which Borrower may pay the sums duclated due. If Borrower fails to pay such sums prior If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be

releases Borrower in writing.

were being made to the transferee. Borrower will contrant to be obligated under the Note and this Mortgage unless Lender Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferce as if a new loan in the property, or (i) any other transfer or dispusition described in regulations prescribed by the Federal Home Loan Bank vivos trust in which the Borrower is and remairs of beneficiary and which does not relate to a transfer of rights of occupancy settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (b) a transfer into an inter (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property 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 trainstar where the spouse or children of the Borrower become an owner of the property, of law upon the death of a joint tenant. (c) the grant of any leaschold interest of three years or less not containing an option made to the Property.

I. Transfer of the Property or an interest therein, excluding 16. Transfer of the Property or an interest therein, excluding (a) the creation of a lien or engum brance subordinate to this Mortgoge, (b) a transfer by devise, descent, or by operation (a) the creation of a lien or engum brance subordinate to this Mortgoge, (b) a transfer by devise, descent, or by operation

improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to except the enters 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 or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements 15. Rehabilitation Loss Agressent. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation,

of execution or 1 for recordation hereof.

not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys (ees" include all aums to the extent not prohibited by applicable law or limited herein, "costs", "expenses" and "attorneys (ees" include all aums to the extent not prohibited by applicable law or limited herein, "costs", "expenses" and "attorneys (ees" include all aums to the extent not prohibited by applicable law or limited herein, "expenses", "expenses expenses expe 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 Mote conflicts with applicable law, such conflict shall not that the applicable law, such conflict shall be the laws and law the Mote which can be given effect with applicable law, such conflict shall be any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflicts and the conflicts with applicable law, such conflicts and the conflicts with applicable law, such conflicts and the conflicts with applicable law, such conflicts of the Mote which can be given effect with applicable law, such conflicts and the conflicts with applicable law, such conflicts and the law applicable law and law and law applicable law applica

may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have 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 provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower

Solvey that bottome a mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, the Note or under this Mortgage on the Note any other Borrower's interest in the Property. Corbear, or make any other accommodations with regard to the terms of this Mortgage or the Note 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 and the standard for any notice required under applicable that to enter a profession of the Borrower of the standard for any notice required under applicable that the profession of the Borrower of 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, as 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 convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the convey that Borrower's interest in the Property to Lender ander the terms of this Mortgage, (b) is not personally liable on the convey that Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's interest in the Property to Lender and the Borrower's Interest in the Property to Lender and the Borrower's Interest in the Property to Lender and the Borrower's Interest in the Borrower's Interest 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained