

THIS INSTRUMENT PREPARED BY:

D. WALTER
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. 784170-3

This Mortgage, made this 30th day of JULY, 1987
DONNA EVE ANTONICH, A SPINSTER

87429512

herein called BORROWER, whose address is 2235 NORTH LAKWOOD AVENUE, #E-N
(number and street)

CHICAGO
(city)

IL
(state)

60614
(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 2235 NORTH LAKWOOD AVENUE, #E-N, CHICAGO, IL 60614

PTN: 14-32-112-047-1009

Lm

87429512

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to (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 waste 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 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 \$ 120,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of AUGUST 10, 2017 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) 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 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.

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(11) **Lender on Leasehold Estate.** If such property creates a leasehold estate, Borrower also agrees to comply with all of the terms, conditions and covenants of the instrument of leasehold interest or the terms of which he is given in leasehold interest under any agreement to do so, without written consent of Lender before doing so.

(12) **Repairs and Maintenance of Property.** To provide such property in good condition and capable to support real estate and other buildings thereon, and not to damage from removals and earth movements any buildings which may be damaged by such property, excepted as may be satisfied to Lender. Each party to these covenants shall be liable for its own personal service of process, and for its attorney's fees at the suit of Lender, to keep such property in a good condition, to repair any alterations or improvements of law to permit it to be made thereto, to pay when due all claims for labor performed and materials furnished in connection with the removal of such property, and to do all other acts that from the character of such property may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(13) **Fire and Casualty Insurance.** To provide all liability insurance for the benefit of Lender, to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage, to restore property to its original condition, to replace any other obligations of Borrower by certified mail, sent to his last known address, or by personal service of process, and not to make any alterations or improvements of law to permit it to be made thereto, not to commit or permit any waste thereon, not to do all other acts that from the character of such property may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(14) **Demolition, but not Impracticability.** Not to demolish any buildings thereon, with or without written consent of Lender, excepted as may be required by law to do in order to remove all buildings thereon, to do all other acts that from the character of such property may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(15) **Improvements.** Not to make any improvements of law to permit it to be made thereto, not to do all other acts that from the character of such property may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(16) **Leasehold Interests.** Not to let or lease any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(17) **Assignment.** Not to assign any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(18) **Subdivision.** Not to subdivide any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(19) **Conveyance.** Not to convey any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(20) **Liens.** Not to create any lien against such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(21) **Alterations.** Not to make any alterations of law to permit it to be made thereto, not to do all other acts that from the character of such property may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

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(23) **Leases.** Not to lease any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(24) **Assignments.** Not to assign any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(25) **Subdivisions.** Not to subdivide any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

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(38) **Assignments.** Not to assign any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(39) **Subdivisions.** Not to subdivide any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(40) **Conveyances.** Not to convey any part of such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(41) **Liens.** Not to create any lien against such property, excepted as may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(42) **Alterations.** Not to make any alterations of law to permit it to be made thereto, not to do all other acts that from the character of such property may be required by law to do in order to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

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(21) Forfeiture of Mortgage. When the indebtedness hereby created in the lien hereof, whether by acceleration or otherwise, the additional indebtedness in the debt of sale of real estate which may be allowed and included as attorney's fees, appraisers' fees, outliers for documentation and expert evidence, strangers' charges and costs of alteration, interest as well as expenses which may be paid or incurred on behalf of the Lender for the preparation of title instruments, such fees and costs may be recovered from the Lender in the amount of the original debt plus interest thereon plus the amount of the additional indebtedness.

(22) Forfeiture of Mortgagor. When the indebtedness hereby created in any sum to release the lien hereof, whether by acceleration or otherwise, the additional indebtedness shall become due when the Lender has received payment of all sums due to him under the terms hereof, including collection of all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any surplus to account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph.

(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, and as often as may be deemed expedient by the Lender or either of them may be otherwise entitled, may be exercised from time to time to the extent of the maximum power of remedy given to Borrower or to Lender, whichever either of them may be otherwise entitled, to recover payment of any sum due under this Agreement, and either of them may be otherwise entitled to exercise any of the rights and powers granted to it under this Agreement, notwithstanding any provision herein or now or hereafter existing by law, which either of them may be otherwise entitled, to do so.

To (1) Pay such other sums as to particularise in Writing, Modicte or otherwise be charged or modified except as otherwise provided in this Mortgage or by other acts.

(c) **Optional Joint Borrower** If more than one person is named as Borrower, each obligor shall be jointly and severally obligated to pay all amounts due under this Note. The joint and several obligation of each such person to pay all amounts due under this Note shall not affect the liability of any other person who is also a joint and several obligor.

(14) Application of Funds. Leader shall have the right at its sole discretion to direct the manner in which payments or proceeds shall shall such sum and interest thereon be secured by his Mortgage.

(13) **Sum Adanced 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 sum until so repaid shall be secured hereinafter and bear

superior health and can exercise power necessary to carry out his or her functions. Borrower agrees to repay any amount so expended on purposes, [or] for insurance, costs of maintenance, charges of office, which in his or her judgment is of appeal to be prior or

172) **HABITUE OF BORROWER TO COMPLY WITH MORTGAGE**: Should Borrower fail to do any of the following he will be in default under this Mortgage:

111) **Prepayment Charge:** Should any one of obligor/indebtor secure hereby immediately due and payable to pay all sums secured hereby in any obligation arising for prepayment or by reason thereof, have declared all sums secured hereby due and payable

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(21) **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 thereon shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of 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 **179,200.00**.

(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 types and at such intervals 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 neither 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 herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) 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 AN NOTICE OF SALE HEREUNDER BE MAILED TO HIM AT HIS ADDRESS HEREIN ABOVE SET FORTH.

Signature of Borrower

Donna Eve Antonich
DONNA EVE ANTONICH

County ss:

a notary public in and for said county and state, do hereby certify that

I, DONNA EVE ANTONICH, A SPINSTER

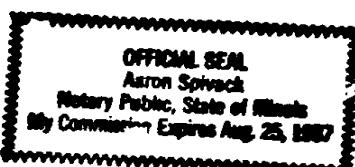
personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the same instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

30 day of

July 18
Aaron Spivack

Notary Public



LOAN NO. 784170-3

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EXHIBIT "A"

Permanent Index No. 14-32-112-047-1009

Unit No. E-N, Sheffield Mews Condominium, as delineated on a survey of the following described real estate:

Lots 9, 10, 11 and 12 and that part of Lot 13 lying North of a line drawn from a point 54.29 feet North of the South West corner of Lot 15 to a point 54.33 feet North of the South East corner of said Lot 15 all in Block 7 in George Ward's Subdivision of Block 12 in Sheffield's Addition to Chicago in Section 29, 31 and 32, Township 40 North, Range 17 East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25574697, together with undivided percentage interest in the common elements, in Cook County, Illinois.

Commonly known as: Unit E. North
2235 North Lakewood
Chicago Illinois 60614

Subject only to the following, if any: covenants, conditions and restrictions of record; terms provision, covenants and conditions of the Declaration of Condominium and all amendments thereto; private, public and utility easements including any easements established by or implied from the Declaration of Condominium or amendments thereto; roads and highways; party wall rights and agreements; existing leases and tenancies; limitations and conditions imposed by the Condominium Property Act; special taxes or assessments for improvements not yet completed; unconfirmed special taxes or assessments; general taxes for the year 1936-87 and subsequent years; and installments due after the date of closing of assessments established pursuant to the Declaration of Condominium.

87429512
[Handwritten signature]