

UNOFFICIAL COPY

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THIS INSTRUMENT PREPARED BY:

JOAN RENKEN
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. 752580-1

This Mortgage, made this 22nd day of APRIL, 1987, between

ANTHONY N. COTA AND HELEN M. COTA, HUSBAND AND WIFE AND
ANTHONY J. COTA, A BACHELOR

herein called BORROWER, whose address is 8218 SOUTH CALIFORNIA
(number and street)
CHICAGO IL 60652
(city) (state) (zip code)

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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:

THE EAST 50 FEET OF LOT 1 IN BLOCK 140 IN THE ORIGINAL TOWN OF
BLUE ISLAND, (FORMERLY PORTLAND), IN THE SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 14, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 13446 SOUTH CHATHAM STREET, BLUE ISLAND, IL 60406
PTN: 25-31-364-007 EAO M.

7/19/87

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Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to 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, floor, 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 \$ 43,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MAY 10, 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 of the loan secured hereby or any part thereof for the purpose of constructing improvements on such property of each provision of 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 or 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.

