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This instrument was prepared by:

Karen Rogalski

(Name)

118 North LaGrange Road

LaGrange IL (Address) 60525

MORTGAGE

87313914

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 3rd day of June, 1987 between the Mortgagor, James H. Rainbolt III and Mickie J. Rainbolt, his wife in Joint Tenancy (herein "Borrower"), and the Mortgagee, Household Finance Corporation III a corporation organized and existing under the laws of Delaware, whose address is 118 North LaGrange Road, LaGrange, Illinois 60525 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ _____ which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated _____ and extensions and renewals thereof, including those pursuant to any Renegotiable Rate Agreement, (herein "Note"), providing for monthly installments of principal and interest at the rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on _____.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 46,400.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated June 3, 1987 and extensions and renewals thereof (herein "Note"), providing for a credit limit of \$ 46,400.00 and an initial advance of \$ 43624.80.

TO SECURE to Lender the repayment of the indebtedness, including any future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 54, in Weatherfields Unit 2, being a Subdivision in the Southwest 1/4 of Section 20, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

permanent parcel number: 07-20-313-007

EAO
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which has the address of 1933 Wayland Lane Schaumburg
60193 (Street) (City)
Illinois 60193 (herein "Property Address") and is the Borrower's address.
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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.

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4000 3000 2000 1000 RECORDED
#6595 # 4A * -87-313914
T41111 RAN 1959 06/09/87 15-17 00
DEP-A RECORDING
314-193

HOUSEHOLD FINANCIAL STATEMENT
TRADEWINDS SHOPPING CENTER
1400 SCHAUMBURG ROAD
HANCOCK PARK, ILLINOIS 60103
Space Below This Line Reserved For Lender and Recorder

4/6/89

My Commission Expires:

Given under my hand and official seal, this 3rd day of June, 1987

Notary Public

I, Robert J. Ackermann, 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,
personally appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the said instrument as
stated above, for voluntary act, for the uses and purposes herein set forth.

James H. Rainbolt III and Michael J. Rainbolt, his wife in joint tenancy

STATE OF ILLINOIS, COOK County ss:

Michael J. Rainbolt
- Borrower

James H. Rainbolt III
- Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

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

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11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained 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, (a) 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 the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and 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 provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower 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 may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute 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 made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option 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 transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, 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 mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage 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 breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower 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 cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Successors in interest. Any lessee or licensee by Lender in exercise of any demand made by Lender, or otherwise afforded by amortization of the sums secured by this Mortgage any right of remedy hereunder, or otherwise modified not be required to consent to collection of any sums such successor or referee to extend time for payment of Borrower and Borrower's operation of the sums secured by this Mortgage granted by Lender to any successor in interest. Lender shall not of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not 10. Borrower Not Responsible By Lender. Extension of the time for payment of modification which has priority over this Mortgage.

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, for 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 and interest in the Property prior to Lender, subject to any such inscription specifically regarding reasonable cause therefor referred to Lender's

interest. Lender shall give Borrower notice prior to any such inscription specifying reasonable cause therefor referred to Lender's that Lender may make any expense or take any action hereunder.

8. Inspection. Lender shall require Lender to incur any expense or take any action hereunder. Any amounts shall be payable upon notice from Lender to Borrower and Lender agrees to pay expenses of payment in addition to interest of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, additional indebtedness of Borrower pursuant to this Paragraph, with interest thereon, at the contract rate, shall become

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, Lender may make such appraisals under the terms of this Mortgage, within ten days from the date of notice, upon notice to Borrower, may disburse such sums, including reasonable attorney fees, and take such action as is necessary to protect Lender's interest.

6. Preservation and Maintenance of Property; Leaseholds; Contingencies; Liens; Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the provisions of any lease of this Mortgage. If this contingencies, or if any action is commenced which materially affects Lender's interest in the Property, Lender, at Lender's option, upon notice to Borrower, or if Borrower fails to perform the covenants and agreements contained in this Mortgage, Lender shall take such action to the extent necessary to protect Lender's interest.

5. Hazard Insurance. Borrower shall keep the improvements now existing or heretofore erected on the Property insured against loss by fire, hazards included within the term "extreme coverage", and such other hazards as Lender may require, or 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 offered to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to the restoration of a part of the Property or to the sums to collect and apply the insurance proceeds to Lender's interest.

4. Prior Mortgages and Deed of Trust. Borrower shall perform all of Borrower's obligations under the Deed of Trust, to the extent of loss made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss by this Mortgage.

3. Application as a Credit Against the Sums Secured by this Mortgage. Lender shall hold the property over this Mortgage, subject to the terms of any mortgage clause in favor of a third party or Lender. Lender shall have the right to hold the property over this Mortgage, subject to the terms of any mortgage clause in favor of a third party or Lender. Lender and shall include a standard mortgage clause in favor of a third party or Lender. Lender shall have the right to hold the property over this Mortgage, subject to the terms of any mortgage clause in favor of a third party or Lender. Lender shall not be unreasonable with held. All insurance policies and renewals hereof shall be in a form acceptable to Lender and shall include a carrier providing the insurance shall be issued by Lender subject to approval by Lender provided.

The insurance carrier providing the insurance shall be issued by Lender subject to approval by Lender provided, against loss by fire, hazards included within the term "extreme coverage", and such other hazards as Lender may require, against loss by fire, hazards included within the term "extreme coverage", and such other hazards as Lender may require.

2. Prior Mortgages and Deed of Trust. Borrower shall pay or cause to be paid all taxes, assessments and other charges, including Borrower's any mortgage, deed of trust or other security agreement over this Mortgage, and keep him insured against loss by fire, hazards included within the term "extreme coverage", and such other hazards as Lender may require, or ground rents, if any.

1. Payment of Premiums. Premiums shall be paid to Lender under the Note and paragraphs 1 and 2 hereof, when to interest, be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, at the time of application as a credit against the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to due dates of the same, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either

promptly repaid to Borrower or credited to Borrower on monthly installments of Funds, if 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 received by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender, no later than immediately prior to the sale of the property or its acquisition by Lender, Lender shall apply, if under paragraph 1 hereof the property is sold or the property is otherwise acquired by Lender, Lender shall

apply. If under paragraph 1 hereof the property is sold or the property is otherwise acquired by Lender, Lender shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require, 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.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds, shall be paid to Lender under the Note and paragraphs 1 and 2 hereof, the Funds shall be held in trust for the benefit of the Funds, Lender shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

If Borrower pays his Taxes and assessments, Lender shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require, unless Lender may so holdings and applying to pay said taxes, assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either

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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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: