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THIS INSTRUMENT PREPARED BY

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. 921305-1

This Mortgage, made this 11th day of OCTOBER, 1988, between DEPT-01 and RUSSSELL MINGHELLINO AND STELLA MINGHELLINO, HUSBAND AND WIFE

herein called **BORROWER**, whose address is 8943 NORTH NELSON STREET (number and street)
CHICAGO (city) IL (state) 60634 (zip code)

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 WEST 35 FEET OF LOT 180 IN MONTE ARE GARDENS SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 8943 NORTH NELSON STREET, CHICAGO, IL 60634
PTN: 13-30-114-017

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Property of Cook County Clerk's Office

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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 (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; if 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 \$ 24,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of NOVEMBER 10, 1990 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 existence of such obligation to be evidenced by a note 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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and a decision of the court of law, the Borrower shall be bound by the decision of the court of law and shall be bound to comply with the terms, conditions and covenants of the mortgage and the terms of the deed of trust.

(10) **Loan on Leasehold Estate.** If such property includes a leasehold estate, the Borrower agrees to comply with all the terms, conditions and covenants of the leasehold estate, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by the Lender to foreclose this Mortgage.

may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by the Lender to foreclose this Mortgage. The Lender shall have the right to take any action to protect its interest in such property and to enforce its obligations under this Mortgage, and the Lender shall have the right to take any action to protect its interest in such property and to enforce its obligations under this Mortgage, and the Lender shall have the right to take any action to protect its interest in such property and to enforce its obligations under this Mortgage.

(9) **Litigation.** Borrower shall defend this trust in any action or proceeding brought to affect such property whether or not it affects the beneficial interest in such property, and shall be bound by the judgment of the court of law in such action or proceeding. The Lender shall have the right to take any action to protect its interest in such property and to enforce its obligations under this Mortgage, and the Lender shall have the right to take any action to protect its interest in such property and to enforce its obligations under this Mortgage.

(8) **Disposition of the Proceeds of any Insurance Policy.** Condemnation with any condemnation for public use or injury to 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, or any part thereof, are hereby assigned and shall be paid to the Lender. All causes of action or claims for such property, or any part thereof, are hereby assigned and shall be paid to the Lender.

(7) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest in such property, or any part thereof, are hereby assigned and shall be paid to the Lender. All causes of action or claims for such property, or any part thereof, are hereby assigned and shall be paid to the Lender.

(6) **Impounds.** To pay to the Lender, the Borrower shall, in addition to any other payments required hereunder, monthly advance payments, as estimated by the Lender for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage, hereinafter referred to as "such obligations" for the purpose of establishing a fund to insure payment when due, or before delinquency, of any of such obligations required to be paid as to such property. If the amounts paid to the Lender under the provisions of this paragraph are insufficient to discharge the obligations of the Borrower, the Borrower shall be obligated to pay such obligations as they become due, or before delinquency, of any of such obligations required to be paid as to such property.

(5) **Taxes and Other Sum Due.** To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes affecting such property, or any part thereof, (b) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are due, or before delinquency, of any of such obligations required to be paid as to such property. If the amounts paid to the Lender under the provisions of this paragraph are insufficient to discharge the obligations of the Borrower, the Borrower shall be obligated to pay such obligations as they become due, or before delinquency, of any of such obligations required to be paid as to such property.

(4) **Life, Health or Accident Insurance.** If Borrower shall maintain life, 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 on an amount so paid may be secured hereby.

(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, form and in force and content, and by such policy, as may be required by Lender, with loss payable to Lender, and shall be delivered to Lender, and remain in possession of Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy showing or extending such expiring insurance policy shall be delivered to Lender with written evidence showing payment of the premium therefor, and in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage shall request Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereunder, may obtain such insurance through or from any insurance agency or company acceptable to Lender, and pay the premium therefor. Lender shall not be charged with obtaining or maintaining such insurance or for the collection of the same, or for any other person, any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unexpired premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed hereunder pursuant to the foreclosure of this Mortgage.

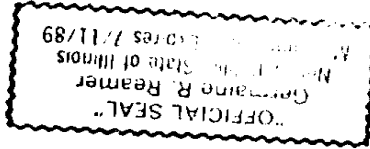
(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any building thereon, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed, including but not limited to damage from termite and earth movement, to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property, to comply with all law affecting such property or affecting any alterations or improvements to be made thereon, not to commit, suffer or permit any act, omission or violation of law, to cultivate, irrigate, fertilize, fumigate and prune, and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(1) **Construction or Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees that anything in this Mortgage to the contrary notwithstanding (a) to promptly commence work and to complete the proposed improvements promptly, (b) to complete the same in accordance with the plans and specifications as approved by the Lender, to permit the Lender to inspect such property and the progress of construction, (c) to reimburse the work or materials unsatisfactory to the Lender, where the intent is to give a permanent service of the same, and to perform all other obligations of Borrower under any building loan agreement relating to such property.

6/21/99

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LOAN NO. 991385-1



Notary Public

My commission expires _____

I, Gerardo R. Reamer, Notary Public in and for said county and state, do hereby certify that RUSSELL MINGHELLINI AND STELLA MINGHELLINI, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) AND subscribed to the foregoing instrument appeared before me this _____ day of _____ 19_____ and acknowledged that THEY signed and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth. I order my hand and official seal this _____ day of _____ 19____.

State of Illinois _____ County ss. _____

Signature of Borrower
Stella Minghellini
Russell Minghellini

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREINAFTER SET FORTH:

(24) 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.
(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 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 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 cross-claim, 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 when 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 or 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 deposited in the United States airmail 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) Whenever 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 payment, 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 BORROWER AT THE ADDRESS HEREINAFTER SET FORTH:

Property of Cook County Illinois