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THIS INSTRUMENT PREPARED BY:

R. COOK

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. 955745-9

This Mortgage, made this 29th day of OCTOBER, 1988, between

MARK C. BRUN AND CAROLE BRUN, HUSBAND AND WIFE AND JOHN G. BIGNESS, A SACHELOR,

herein called BORROWER, whose address is 1741 WEST SCHOOL STREET

(number and street)

CHICAGO

(city)

IL

(state)

60657

(zip code)

, and

and HOME SAVINGS OF AMERICA, F.A.L. 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:

LOT 32 IN BLOCK 7 IN GROSS NORTH ADDITION TO CHICAGO BEING A SUBDIVISION OF THE SOUTH
WESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1741 WEST SCHOOL STREET, CHICAGO, IL. 60657

PTIN: 14-19-429-007

88503674

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 produce 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 \$ 137,600.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of NOVEMBER 10, 2028 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, 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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1.1. **Condemnation and Deed Survey**: All sums due, paid, or otherwise paid by the Buyer to the Seller in connection with any construction, engineering, or surveying services, or for the removal of any structures, trees, or other improvements, shall be retained by the Seller as a credit against the amount of the Purchase Price.

example, in which Borodowetz may be entitled to compensation for loss of profits, or to receive payment for services rendered by him in the course of his employment.

5. Taxes and Other Sums Due to Tax Authority. All special assessments; charges for such amounts as may be due to the tax authority; all taxes, fees, charges, expenses, costs, and other sums due to the tax authority; and all amounts due to the tax authority on account of such amounts as may be due to the tax authority.

(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to subdivide it demotions and buildings thereon; to set aside good workingmen, which may be damaged or destroyed by fire, damage, storm, tempests and such mechanicals for all claims for labor performed and materials used in connection with such damage; to pay when due all claims for labor performed and materials used in repairing any buildings thereon; to permit any mechanics in less than to permit such property to be let or rented for any purpose; to permit any alterations or improvements on or to such property as and when due all claims for labor performed and materials used in making such alterations or improvements; to permit any use of such property to keep such property in the same condition (reassonable wear and tear excepted); as at the date of this mortgage.

After written notice from Lender of such notice may be given to Borrower by certified mail sent to this last known address of Borrower at the same place and manner as provided for notices to Lender.

TO REQUEST THE SECURITY OF THIS MORTGAGE
IN COMPLETION OF IMPROVEMENTS. TO SECURE
THE EXERCISE OF LEASER'S RIGHTS
IN CONSTRUCTION OF IMPROVEMENTS.
TO SECURE THE EXERCISE OF LEASER'S RIGHTS
IN CONSTRUCTION OF IMPROVEMENTS.

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11.1 Prepayment Charge. Should any note or obligation secured hereby provide any fee for prepayment of any of the indebtedness secured hereby, to pay said fee now, instead of. Borrower shall have defaulted in any obligation secured hereby and Lender by reason thereof, shall have declared all sums secured hereby immediately due and payable.

112. Failure of Borrower to Comply with Mortgage. Should Borrower fail to make any payment or fail to do any act required in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may, at pay off the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property, for such purposes, to pay, purchase, contest or compromise any encumbrance, charge or lien which in its judgment is or appears to be prior or superior to hereof, and when exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(3) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** Total, immediate, upon demand any sums advanced or paid by Lender or Borrower under any clause or proviso of this Mortgage, any such sum and interest thereon shall be secured hereunder and bear interest from the date it was advanced or paid at the same interest rate as may be adjusted from time to time as such indebtedness and shall such sum and interest thereon be secured by this Mortgage.

14. Application of Funds. Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

1.5. Obligation of Borrower Joint and Several. If more than one person is named as Borrower, each obligor of Borrower shall be the joint and several obligor of each such person.

Acceleration Clause; Right of Lender to Declare All Sum Due on any Transfer, Etc. Lender shall have the right at any time to declare all or any part of the principal amount of the Note due and payable upon the occurrence of any one or more of the following events:

No Waivers by Lender. No waiver by Lender of any right hereunder or in any Mortgage or otherwise will constitute a waiver of any other right hereunder or in any Mortgage or otherwise. Any such waiver will be effective only if it is in writing and signed by Lender. Any such waiver will not be deemed to waive, in whole or in part, the right of Lender to require payment in full of all amounts due under this Note, plus interest thereon, after the date of such default, at the rate of 10% per annum above the stated rate of interest, plus attorney's fees and costs of collection, if any, and any actual costs of collection, including reasonable attorney's fees, incurred by Lender in connection therewith. Borrower waives all notices, demands, protestations, and other acts which may be given or made by Lender to collect any amount due hereunder, except notices of nonpayment and notices of intent to foreclose. Any such notice of nonpayment or notice of intent to foreclose will be effective only if it is in writing and signed by Lender.

Modification in Writing. The Mortgage cannot be changed or modified except in writing by the parties, and agreement in writing signed by Borrower and any co-borrower or interest holder Borrower and Lender.

3) Remer et al. have no record, either positive or negative, of any individual who has attempted to obtain information from him, or from his associates, about the activities of the FBI or the Bureau's investigation of the Boston bombing. The FBI has no record of any individual who has attempted to obtain information from him, or from his associates, about the activities of the FBI or the Bureau's investigation of the Boston bombing.

Handwritten notes: In addition to the typed report, handwritten notes were included. These notes were handwritten by the author of the report and were used to highlight specific findings or areas of interest. The notes were written in black ink on white paper and were placed at the end of the report.

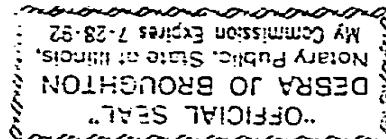
22. Appointment of Receiver. Upon statutory time after the filing of a complaint filed before the court in an action brought by the complainant, the appropriate law of the property claim may appoint a receiver or manager or trustees or Surety account manager or other before a sheriff or a magistrate or a court or a court of record, either with regard to the security or in custody, either in respect of the debt or in respect of the property or in respect of the property, whether the same shall be held as a homestead or not, such receiver or manager or trustees or Surety account manager or other persons or persons in respect of the premises during the pendency of such proceedings as well as during any further proceedings, issued in respect of the same, except for the intervention of such receiver, would be entitled to collect such rents, leases and profits and other powers, if and as may be necessary, or as usual in such cases for the protection of possessors of control, management and transfer of the property during the whole said period. The court from time to time may authorize the receiver or manager or trustees or Surety account manager or other persons in respect of the debt or in respect of the property or in respect of the property, whether the same shall be held as a homestead or not, in whom it may be or become superior to the entrepreneur's super prior to a decree of the court in the Mortgagee's, creditor's application or made prior to foreclosure sale in case of a judicial sale, respectively, or so much thereof as may, from time to time, be held by the Mortgagee. May be sold in one parcel.

22. Waiver of Statute of Limitations. Time is of the essence as to all obligations hereunder and no three (3) years by the Borrower waives all present or future statutes of limitation with respect to any debt, debt and/or obligation secured hereby. Any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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LOAN NO. 985745-9

885745-9



My commission expires

Notary Public

October 19 1988

29th day of October

1988

THEIR

respective persons and whose names are signed and attached hereto the same instrument, THEIR respective persons do the same person, with whom they have and will continue to do business, do hereby certify that

they

have

and

will

do

the

same

and

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the

same