

UNOFFICIAL COPY

MAIL TO:
Household Finance Corporation III
Customer Service Services
100 Mittel Drive
Wood Dale, Illinois 60191

This instrument was prepared by:

K. Rogalski

(Name)

100 Mittel Drive

Wood Dale (Address)

IL 60191

MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 29th day of October, 19 88,
between the Mortgagor, Orrin P. Rugen and Sharon A. Rugen, his wife, as joint
tenants (herein "Borrower"), and the Mortgagee, Household Finance
Corporation III, a corporation organized and
existing under the laws of Delaware, whose address is 35 East Golf Road
Schaumburg IL 60173 (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. \$ n/a,
which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated n/a
and extensions and renewals thereof (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 n/a.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 13,200.00, or so much
thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 10-29-88,
and extensions and renewals thereof therein ("Note"), providing for payments 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, providing for a credit limit of \$ 13,200.00 and an
initial advance of \$ 13,200.00.

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 21 IN BLOCK 4 IN HIGHLAND WOODS UNIT TWO, BEING A
SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST
1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

PERMANENT PARCEL NUMBER: 02-18-316-021

8851-1526

RECORD DATA
3-2-C/9550
which has the address of 5020 Castaway Lane Barrington,
60010 (Street) (City),
Illinois (State) (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."

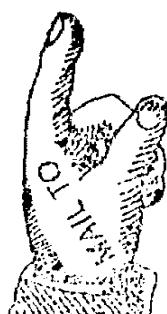
Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant
and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants
that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to
encumbrances of record.

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CHICAGO, ILLINOIS, I.C. 60173

33 E. GOALF RD

HOUSCHILD FINANCIAL

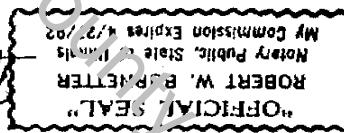


-88-514526

Space Below This Line Reserved for Lender and Recorder
COOK COUNTY RECORDER
#6166 + C * -22-14526
14333 TRAN 6531 11/07/88 12:06:00
DEPT-01 514.25

(Space Below This Line Reserved for Lender and Recorder)

My Commission expires:



Given under my hand and official seal, this 3rd day of NOVEMBER, 1988.

Personally known to me to be the same person(s) whose name(s) are _____ subscriber to the foregoing instrument,
apparently before me this day in person, and acknowledged that the _____ signed and delivered the said instrument as
stated.

I, ROBERT W. BURNETTE, a Notary Public in and for said county and state, do hereby certify that
Ortwin P. Ruggen and Sharon A. Ruggen, his wife, as joint tenants

COOK County ss.

Sharon A. Ruggen

Ortwin P. Ruggen .. 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 recording, 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 7 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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10. Borrower, Not a Waller. Extension of the time for amortization of the sums secured by this Mortgage granted by Lender to any successor in interest or forbearance by Lender to any success-
or in interest, the liability of the original Borrower and his successors in interest to pay
not be required to commence proceedings by Lender to collect the sums secured by this Mortgage by reason of any demand made by Lender
amortization of the sums secured by this Mortgage by Lender in exercise of any right of remedy hereunder,
successors in interest. Any forbearance by Lender in exercising any right of remedy hereunder,
applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of any property under the terms of any mortgage, deed of trust or other security held by the mortgagor, shall be paid to the holder, subject to the priority of this Mortgagee.

8. **Impersonation.** Lender shall not cause to be made representations or warranties to any third party which purport to represent Lender's interest in the Property or which purport to give any third party the right to sue or otherwise affect the Property or the rights of Lender thereunder, except as set forth in the Agreement.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall bear interest at the same rate as the principal balance of this Note.

or if any party's action or proceeding is commenced which materially affects Lenders' interest in the Project, in this paragraph.

Creating an enabling environment for development, planning, implementation, monitoring and evaluation of policies and programs, and addressing constraints and challenges in this context.

6. **Perpetration and Maintenance of Property Lesetholds; Condominiums; Planned Unit Developments; Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or damage to the Property and shall comply with the provisions of any lease of this Mortgagee or other lessees under the terms and conditions of Borrower shall be liable to the lessees for damage to the Property.**

is mailed by Lender to Borrower to inform Borrower of either to settle a claim or insurance coverage or option to restore carter's option either to settle a claim or to the propery or to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice of loss is given by Borrower.

The right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security to Lender and shall include a standard mortgage clause in favor of Lender in a form acceptable to Lender. Lender shall have the right to approve such applications shall not be unreasonable. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of Lender in a form acceptable to Lender.

or ground rents, if any.

at the time of application as a credit against the sums secured by this Mortgagor.
3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

Upon payment in full of all sums secured by this Mortgage, the undersigned agrees to make up the deficiency if the proceeds of sale of the property do not cover the amount due.

taxes, assessments and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and ground rents as they fall due, Borrower may require

to the Funds as did the purpose for which each debt is to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

on the time of execution of this Mortgage shall interest on the Funds shall be paid to Borrower, and unless such agreement is made otherwise, the principal amount of the Fund shall be paid to Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositor of accounts of which are insured by the FDIC. If Borrower pays Funds to Lender, the Funds shall be held in an institution the depositor of accounts of which are insured by the FDIC.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on a variable rate loan, The contract rate of interest and payment amounts may be subject to change as provided in the Note. Note, the Note is paid in full a sum (hereinafter referred to as "Interest") and all other amounts due under the Note, is paid in full a sum (hereinafter referred to as "Principal").

UNIFORM COVENANTS, BURROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

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