## UNOFFICIAL This linst that vas prepared by: Marcy Melnick

Mail To: Household Bank, fsb (Name)

255 E. Lake St. Bloomingdale, IL 60108 (Address)

### **MORTGAGE**

-88-581010

#### ☑ IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

between the Mortgagor, <u>William E. Mathews and Blossom Mathew</u> (herein "Borrower"), and the Mortgage	Household Bank
(herein Borrower), and the Wortgage	, a corporation organized ar
existing under the laws of <u>United States</u> , whose address is <u>255</u>	East Lake Street
Bloomingdale, Illinois 60108 (herein	"Lender").
The call and the second of the capacitation is applicable.	
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 and extensions and renewals thereof (herein "Note"), providing for monthly ins	fallments of principal and interest at the
	the amount of payment of the conda
ate if that rate is variable) and other charges payable at Lender's address stated ab	ove, with the balance of the indebtednes
f not sooner paid, due and payable on	
WHEREAS, Borrower is indebted to Lender in the principal sum of \$.	35,000,00 , or so muc
the contract of the second appropriate the requerie Revolving Loan Agreemen	r naten December 13. 1900 ai
extensions and renewals thereof (herein "Note"), providing for payments of prinche Note (herein "contract rate") including any adjustments to the amount of page 1975.	syment or the contract rate if that rate
variable providing for a credit limit of \$ 35.00.00	and a
nitial advance of \$ 5,000.00	•
TO SECURE to Lender the repayment of the indo tedness, including any	future advances, evidenced by the Not
with interest thereon at the applicable contract rate (incl. iding any adjustments t	o the amount of payment of the contra
rate if that rate is variable) and other charges; the payment chall other sums, with nerewith to protect the security of this Mortgage; and the performance of the contract of the security of	interest ingreon, advanced in accordan
contained, Borrower does hereby mortgage, grant and convey to Lender the fo	HOWITIS described broberry increases in a
County of Cook	, State of Illino
$\mathcal{O}_{\mathbf{x}}$	
LOT 130 IN WEATHERSFIELD UNIT 2, BEING A	SUBDIVISION IN THE
SOUTH WEST 1/4 OF SECTION 20, TOWNSHIP 41	MORTH, RANGE 10,
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCO	DRDING TO THE PLAT
THEREOF RECORDED JULY 6, 1959 AS DOCUMENT COUNTY, ILLINOIS. $\rho$ . $\tau_{in}$ # $\sigma_{in}$ = $\sigma_{in}$ = $\sigma_{in}$	17557728, IN COOK
20011, 10211010, p. 410 42 01 30 316701	
	<b>'C</b> -
	The second secon
017 Court Illustration Court	Schaumburg
which has the address of 217 South Whittier Court (Street)	(City)
Illinois 60193 (herein "Property Address"	") and is the Borrower's address.
(Zip Code)	the state of the s

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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047 6 00470 17914	. DEFT-01 RECORDING THE THE TOTAL OF COUNTY RECORDER  1 42297 + 19 - 20 115 42297 + 10 - 20 115 5 5 5 - 20 - 20 115 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
	(Space Below This Line Reserved For L inder and Recorder)
	Hone Mains Flowes Hotels, State of Minols  My Commission Supires \$408/32
	My Commission expires:  My Commission expires:  Mostry Public
0	Given under my hand and official scal, this
5	appeared before me this day in retsor, and acknowledged that the year signed and delivered the said instrument as therein set forth.
-83-58101	personally known to me to oe the same person(s) whose name(s)
2	William E. Machews and Blossom Machews, his wife, in joint tenancy
9)	I, MONA and state, do hereby certify that
	STATE OF ILLINOIS, County ss:
	Blossom Mathews
	Deraces Malleria
	- Borrower William E. Mathews
	1 William Merthans

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Federal law.

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 Easter of Mortgage.

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

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.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Le ider shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for 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 the due dates of taxes, 'ssessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurant a premiums 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, 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 secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 her of the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender

at the time of application as a credit agains, the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amount, p. yable to Lender by Borrower under paragraph 2 hereof, then to interest,

and then to the principal.

4. Prior Mortgages and Deed of Trust; Charges Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement vinth a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pry cr cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which n ay attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended (overage", and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by 3 or ower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance poince and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of ary mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

loss if not made promptly by Borrower.

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 carrier offers to settle a claim for insulance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums

secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit D velopments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a wit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the deals ation or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender' option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys'

fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, 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 be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property

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, or for conveyance in lieu of 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

which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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actually received.

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 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

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 appropriate to entitled to have a receiver appropriate to entitle to have a receiver.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender

had occurred.

to. Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to entart, a this Mortgage due discontinued at any time prior to entry of a judgment enforting this Mortgage if; (a) Borrower pays Lender to entry of a judgment enforting this Mortgage if; (b) Borrower cures all breaches of any 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, and in enforcing incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing leaves a provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower leaves are provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower's obligation to pay the obligations secured hereby shall temain in full force and effect as if no acceleration cure by Borrower, this Mortgage and the obligations secured hereby shall temain in full force and effect as if no acceleration had become

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, Norwithstanding Lender's acceleration of the sums secured by this Mortgage due to Rotrower's Right to Reinstate, however the reasonable attorney and the secured by this Mortgage due to Rotrower's Right to Reinstate, however the reasonable attorney and the reasonable attorney and the reasonable attorney attorney and the reasonable attorney are reasonable attorney. may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial, occeding, and ascalt in the Property.

The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the breach 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's option, may ordered all of the sums secured by this Mortgage to be immediately due and payable without further demand and may forecto e 1'is Mortgage by judicial payable without further demand and may forecto e 1'is Mortgage by judicial payable without further demand and may forecto e 1'is Mortgage by judicial payable without further demand and may forecto e 1'is mortanged by judicial payable without further demand and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further demands and may forector e 1'is mortanged by indicial payable without further a 1'is morta to the expiration of such period, Lender may, without further notice or semand on borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further solvant and agree as follows: 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 18 hereof specifying; (1) the breach; Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; Lender prior to acceleration shall give notice to Borrower, one date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on c, before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, forestoured by result in acceleration of the sums secured by this Mortgage forestoure by indicial, occeding and sale of the Bronerty

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

Board, Borrower shall cause to be submitted into ration required by Lender to evaluate the transferee as it a new loan were being made to the More and this Mortgage unless Lender telesases Bofflower may find the arms secured by this Mortgage unless Lender and Lender and gayable. If Lender exercises such option to recelerate, Lender shall mail Borrower notice of acceleration in accordance with peragraph 12 hereof. Such notice shall provine a period of not less than 30 days from the date the notice is accordance with peragraph 12 hereof. Such notice shall provine a period of not less than 30 days from the date the notice is accordance with peragraph 12 hereof. Such notice shall provine a period of not less than 40 days from the date the notice is accordance with peragraph 12 hereof. Such notice shall provine and provine talk provine talk provine talk provined within which former may nay the sums prior is manifed or delivered within which former may nay the sums prior is manifed or delivered within which former may nay the sums prior is manifed or delivered within which former may nay the sums prior is manifed or delivered within which former may nay the sums prior is manifed or delivered within which former may nay the sums prior is period. from the death of a Borrower, (a) the creetion of a purchase, (d) the creetion of a purchase, (d) the creetion of a purchase security interest for household appliances, (e) a transfer to a relative resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property, (g) a transfer the sport service of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the sport service borrower becomes an owner of the property, (h) a transfer into an intervivor trust in which the Borrower is and remaine, becomes an owner of the property, (h) a transfer into an intervivor trust in which the Borrower is and remaine, becomes an owner of the property, or (i) any other transfer or disposition described by the Federal Home Loan Bank in the property, or (i) any other transfer or disposition described by Lender to evaluate the transferce as if a new loan Board Borrower shall cause to be submitted into-rasion required by Lender to evaluate the transferce as if a new loan Board 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 encur brance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of lie with the death of a joint tenant, (c) the grant of any ieaschold interest of three years or less not containing an option of law upon the death of a joint tenant, (c) the grant of any ieaschold interest of three years or less not containing an option

made to the Property. improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to any rights, 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 or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation,

not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees," include all surgisted and prohibited by applicable law or limited herein.

14. Bortower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or afth recordation hereof. 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 Mote conflicts with applicable law, such conflict shall line the event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall line event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall line and the event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall line and the event that any provision or clause of this Mortgage or the Mote conflicts with applicable law, such conflict shall line and the event that any provision or clause of this Mortgage or the More conflicts with applicable law, such conflict shall line and the law and the law and the event that any provision or clause of this Mortgage or the Mortgage o

may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have 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 (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender 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

who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage, (b) is not personally liable on convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Mortgage, (b) is not personally liable on the 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 Mote without that Borrower's forbear, or make any other accommodations with regard to the terms of this Mortgage or the Mote without that Borrower's consent and without releasing that Borrower's modifying this Mortgage as to that Borrower's interest in the Property. II. 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 to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower to the provisions of paragraph 16 hereof.