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THIS INSTRUMENT PREPARED BY:

MARY J. PUTOCHI

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

P.O. BOX 7075

PASADENA, CALIFORNIA 91109-7075

88239998

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

**Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN** LOAN NO. 910546

This Mortgage, made this 14th day of MAY, 1980, between

THOMAS M. FOLESSAR, A BACHELOR

herein called BORROWER, whose address is 1475 REBECCA DRIVE, UNIT #403

(number and street)

HOFFMAN ESTATES
(city)

IL
(state)

60194
(zip code)

and

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.

UNIT NO. 403, 1475 REBECCA DRIVE, HOFFMAN ESTATES, ILLINOIS, MOON LAKE VILLAGE, FOUR STORY CONDOMINIUM AS DELINEATED ON THE SURVEY RE: CERTAIN LOTS IN PETER ROBIN FARMS UNIT ONE, BEING A SUBDIVISION AS PART OF THE SOUTH WEST QUARTER OF SECTION 5, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1969 PER DOCUMENT NO. Z1013620 IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. Z466035, TOGETHER WITH ITS UNDEVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH IN THE DECLARATION AS AMENDED FROM TIME TO TIME. ALSO: RIGHTS AND EASEMENTS APPURTEINANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFFOREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

COMMONLY KNOWN AS 1475 REBECCA DRIVE, UNIT #403, HOFFMAN ESTATES, IL 60194

PTN: 07-06-300-020-1156

88239998

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 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, 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 \$ 12,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of JUNE 10, 2013 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 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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(11) **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 notwithstanding, 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.

(c) 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: (a) pay or do 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, (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

13. Sums Advanced to Bear Interest and To Be Added to Indebtedness. To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured hereon 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.

(15) Obligation of Borrower Joint and Several. If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) Acceleration Clause; Right of Lender to Declare All Sums Due on any Transfer, Etc. Lender shall have the right, at its option to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if (i) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily or leases such property or any part thereof for a term of more than 3 years, or (ii) changes or permits to be changed the character or use of such property, or drills or extracts or enters into a lease for the drilling, for or extracting oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property, or (iii) Borrower is a partnership and the interest of a general partner is assigned or transferred, or (iv) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period, or (v) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property. (c) (e) Borrower has made any material misrepresentation or failed to disclose any material fact in these certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(17) No Waivers by Lender. No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage, or of any provision of this Mortgage as to any transaction or occurrence, shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of any other sum so secured or to require prompt performance of all other acts required hereunder, or to declare a default if failure to pay such other sums or to perform such other acts.

12. Modification in Writing. The Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower and Lender, or as otherwise agreed to by Borrower and Lender.

Remedies. By reason of the nature of the services rendered by the Company, it is difficult to measure the damage which either of them may be otherwise entitled to recover, and therefore, in case of any dispute between them as to either of them may pursue independent remedies, or to sue for damages, or to enforce the sale thereof at an option, either of them may, if it so desires, file a complaint in the Court of Common Pleas of Worcester, Leominster, May, of its County, or Worcester, without affecting the obligations hereof to apply, and the rights of being brought to answer, and which the company may immediately, by cause of letter under paragraph 3, present to the other party.

the right to require the Borrower to pay all amounts due under paragraph 10.1 above in full prior to the date of the first payment thereon provided that two warnings are given and a right is retained by the Lender to waive any and all rights.

121. Foreclosure of Mortgage. When the indebtedness hereunder or any part thereof shall be in default, the Lender shall be entitled to accelerate or declare all or any part of such indebtedness due and payable, and to foreclose the lien hereof, there shall be allowed and received as additional indebtedness, in the discretion of Lender, interest, costs and expenses which may be paid or incurred on behalf of Lender by attorney for maintenance, fees, attorney's fees, court costs, and other expenses incident to such collection or foreclosure, including, without limitation, costs of labor, commitment fees, and other expenses of collection, transfers and costs, and may be estimated in amounts to be expended in the entry of the decree as Lender may deem reasonable, necessary either to prosecute such suit or to defend or to bidder in same, and after being so paid, if sufficient to such decree, the amount so paid of the total sum of principal and value of the Property. All expenses, taxes and expenses of the sale or administration thereof shall be paid by the Borrower and Lender shall be entitled to immediate payment in advance with interest thereon at the rate of one percent per month. Such expenses, taxes and expenses shall include expenditures for advertising, publication, notices, and other expenses incident to the collection of the debt, plus any expense incurred by secured or unsecured creditors, attorney or debtors, by reason of the filing of any action or defense, or by the preparation and service of any process or notice of any suit for foreclosure hereof after accrual of a deficiency, or by the service of another claim or action, or by the institution of any threatened suit or proceeding which may affect the Property or the use or benefit thereof, whether or not actually commenced or any efforts for collection of any past due indebtedness, or otherwise. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority, first, in payment of all costs and expenses incident to the sale, including proceedings, including all such items as are mentioned in the paragraph hereof; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any subservient Borrower, his heirs, representatives or assigns, in their rights may appear.

22. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of the property or mortgaged and/or of the Mortgage in possession. Such appointment may be made authorizing the receiver to sue, without notice or summons, the debtor in the action, if insolvency at the time of application for such receiver, or the person or persons in charge of any funds held for the payment of the debts previously accepted hereby and without regard to the then value of the property, whether the same is held by the debtor or otherwise by his agent, or trustee. Such receiver or Mortgagee in possession shall have power to collect the rents, income and profits of the property as so taken in his suit, as well as during any further times when the same are collected in his suit, except for the interest of the debtor, so far as receiver would be entitled to collect such rents, income and profits in full, without regard to any amount necessary or available in such cases for the protection, possession, control, management and operation of the property during any period in which he may be authorized to collect the rents, income and profits of the property for the benefit of the whole, and for no less than one-half of the whole, or in part of the indebtedness, and other sums secured hereby, on payment of any fee or premium, or otherwise, to either of them in payment of all or a portion of the indebtedness, and other sums secured hereby, on payment of any fee or premium, or otherwise, to either of them who may be or become superior to the beneficiary or superior to a decree of foreclosing this Mortgage, or to the holder of the Note, or to any one made prior to foreclosing same. In case of judicial sale the property, or as much thereof as may then be left, after payment of the Note, or as may be paid in and/or parcels

Waiver of Statute of Limitations: Timing of the exercise by the Borrower of obligations hereunder, and to the extent permitted by law, does not affect all present or future statutes of limitation with respect to any debt or obligation secured by this instrument or provided for the purpose of enforcing this Mortgage or any other right or remedies hereunder.

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TRANSLATION NO. 91055

DEPT-A1 RECORDING 314-25
TRAN 4578 06/03/88 13:29:00
#1687 N A * - 239998
COOK COUNTY RECORDER

National Public

My commission expires: 3-6-90

Persons naturally known to me to be the same persons (whose names I
mention this day in person, and acknowledge that I
sign and deliver the same instrument, appear before
you this day, and set forth
what I desire to have done by you, as instrument,
and purpose set forth.

THOMAS M. KOLLETSCHKA, A BACHELOR OF THE UNIVERSITY OF TORONTO

State of Illinois COOK COUNTY SSI

State of Illinois Cook

KINGS AND TALENTS IN ALEXANDER THE GREAT'S COURT: A COMPARISON OF THE ROLES OF THE CHIEF ADVISOR AND THE CHIEF FINANCIAL OFFICER

income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and pro forma and loss statements of such types and in 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 shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing, such additional information as required by Lender to any of such financial statement.

(25) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable hour, and may require the Borrower to furnish such information concerning the property as the Lender may require, upon payment of a sum not exceeding \$100.00, plus including sums advanced in accordance herewith to protect the security of this Mortgage, exceeded the original amount of the Note.