

# UNOFFICIAL COPY

5 9 4 7 3 9 3 1

## 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 or 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 therein "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. Lender 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 an 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, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance 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 hereof 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 against 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 amounts payable 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 with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household 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 coverage", and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies 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 any 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 of 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 insurance 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; Leases; Condominium; Planned Unit Developments.** 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 unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration 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's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions 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 and 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.

# UNOFFICIAL COPY

of the Property, have the right to deduct 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 collect upon the possession of and manage the Property, and to collect the rents of the Property during the pendency of such action, and additional rents if rents, including fees not limited to, receiver's fees, premiums on receiver's bonds and reasonable expenses, fees and other charges by the receiver. The receiver shall be liable to account only for those rents actually received.

Non-Insured Coverage | Some plans require co-payments and deductibles as follows:

If Lender does not agree to make such date or thereafter, Lender may declare all of the sums so secured by this Mortgage to be due and payable when 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 law or by this Note.

(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 Lender to provide to Lender a period to provide Lender with a copy of the documents referred to in paragraph (a) above.

11. Successors and Assignees: Lender and Borrower, jointly and severally, shall be liable to Lender and Borrower, subject to the provisions of paragraph 16 hereof, for the respective successors and assigns of Lender and Borrower, and the rights hereunder shall survive to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All occurrences and agreements of Lender and Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest under the terms of this Mortgage, (b) is not personally liable on the Note of under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may assign to excited, modify, forgo, or release any other Borrower or successors with regard to the terms of this Note without the Noteholder's consent, or written notice, and (d) agrees that Lender and any other Borrower hereunder may assign to excited, modify, forgo, or release any other Borrower or successors with regard to the terms of this Note without the Noteholder's consent, or written notice.

12. Notice: Except to 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 to by mailing such notice by certified mail addressed to Borrower at the address of a which other address is Borrower may designate to Lender as provided herein, and (b) notice to Lender shall be given by deliverying it to by mailing such notice by certified mail addressed to Borrower provided for in this Mortgage.

MAIL TO:  
HOUSEHOLD FINANCE CORPORATION INC.  
C/O ADMINISTRATIVE SERVICES  
655 BEIGEL DRIVE  
P.O. BOX 8735  
ELMWOOD PARK, IL 60126

# UNOFFICIAL COPY

89-4114-1 This instrument was prepared by:

MAYRA JUDITH ARRIOLA

961 WEIGEL DRIVE  
ELMHURST, IL 60126

## MORTGAGE

89473931

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 3rd day of OCTOBER, <sup>19</sup> <sup>89</sup>, between the Borrower, GEORGE R. KLODKE AND CAROL PERLO, HIS WIFE, IN JOINT TENANCY, <sup>19</sup> <sup>89</sup>,  
Dennis "Borrower", and the Mortgagor, HOUSEHOLD FINANCE  
CORPORATION, INC., a corporation organized and  
existing under the laws of ILLINOIS, whose address is 7211 WEST GRANDE AVENUE,  
ELMWOOD PARK, IL 60126 (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 \$ 15,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 10/3/89, and extensions and renewals thereof (herein "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 \$ 15,000.00 and an initial advance of \$ 15,000.00.

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:

PARCEL # 12-23-415-038

LOT 20 IN BLOCK 7 IN FEUERBORN AND KLODE'S BELMONT TERRACE, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 LYING SOUTH OF THE INDIAN BOUNDARY LINE, OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89473931

TAN REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LASALLE  
CHICAGO, IL 60602

which has the address of 3404 N PAGE  
Street  
Illinois 60634 (City)  
(Zip Code) (herein "Property Address") and is the Borrower's address.

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 seized 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.

# UNOFFICIAL COPY

89473931

Property of Cook County Clerks' Office

1. GEORGE E. FERGUSON AND CAROL FERGUSON, HIS WIFE, IN JOINT TENANCY  
 a. Notary Public in and for said county and state, do hereby  
 appear before me this day of March, in person, and acknowledge that I the Y, signed and delivered the said instrument  
 personally known to me to be the same persons whose names ARE GEORGE E. FERGUSON AND CAROL FERGUSON, HIS WIFE, IN JOINT TENANCY  
 subscriber to the foregoing instrument,  
 given under my hand and official seal this 3rd day of March, in the year of our Lord 1988.  
 Notary Public  
George Ferguson

My Commission expires: March 31, 1991

Given under my hand and official seal this 3rd day of March, in the year of our Lord 1988.  
 Notary Public  
George Ferguson

My Commission expires: March 31, 1991

STATE OF ILLINOIS \_\_\_\_\_ County ss \_\_\_\_\_

IN WITNESS WHEREOF, Borrower has executed this Mortgag  
George R. Perollo  
Dated: 8/30/06

22. Bidders upon presentation of all documents required by this Mortgagee, Lender shall release this Mortgagee without charge to Bidders for payment of all amounts due under this Note, and all costs of collection, if any.

23. The terms of this Note are subject to change at the discretion of the Lender, provided, however, that such changes will not affect the rights of the Lender under this Note.