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6/25/2015 10:56 AM (Instrument was prepared by:

PATRICIA GOMEZ

(Name)

261 WEIGEL DRIVE ELMHURST IL 60126

(Address)

DEC 07 1989

MORTGAGE

89583559

IX IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 19 day of December, 1989, between the Mortgagor, KENNETH G. SCHWARTZ AND MARY LOU SCHWARTZ, HIS WIFE, IN JOINT TENANCY (herein "Borrower"), and the Mortgagee,

HOUSEHOLD BANK F.S.B., a corporation organized and existing under the laws of UNITED STATES, whose address is 530 TORRENCE AVENUE CALUMET CITY IL 60409 (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. \$ 41,200.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 12/07/89, 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 12/07/2000.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 41,200.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 12/07/89, 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 stated in the principal sum above and an initial advance of \$ 1,000.00).

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.

TAX PARCEL NUMBER: 2902-302-018

F0583559

LOT 27 IN BLOCK 1 IN CALUMET PARK SECOND ADDITION A SUBDIVISION OF PART OF SECTION 2 AND SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1925 AS DOCUMENT NUMBER 8987931, IN COOK COUNTY, ILLINOIS.

89583559

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

which has the address of 14235 DREXEL (Street), DOLTON (City),
Illinois 60419 (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.

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10. Borrower Not a Wall Street Extravagance By Lunder Note A. Mortgagor shall not be liable for any sums secured by this Mortgagor's grantee or for any sums received by him from the sale of any such property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other property, or part thereof, for any purpose, subject to the terms of any mortgage, deed, or trust or other security which has already over the property.

B. 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 specifically causing disturbance thereto related to Lender's interest in the Property.

Additional undeliverable copies of Borrower received by this Mortgagor. Unless Borrower and Lender agree to other terms of payment, such additional undeliverable copies of this instrument shall be paid for at the same rate as the original copy.

or it and any action or proceeding is commenced which materially affects Leander's interest in the Corp... by, when Leander, a trustee, and take such action as is necessary to protect Leander's interests, disburse such sums, including reasonable attorney fees, and take such action as is necessary to protect Leander's interest.

7. Protection of Leader's Security. If Borrower fails to perform the covenants and requirements contained in this Mortgage, in the event of any and all proceedings or actions taken by the court or any other authority in respect of the security, or if any judgment or decree is given in respect of the security, or if any attachment or garnishee notice is served on the security, or if any writ of execution is issued against the security, or if any other legal proceeding is taken in respect of the security, or if any of the above events occur, then the Lender may, at his option, require the Borrower to pay to him, on demand, all sums due under this Mortgage, and all costs and expenses incurred by the Lender in connection therewith.

Keep the Property in Good Repair and Maintain it Not Damaged or Defective

to collect and apply the insurance proceeds in Lender's option either to restoration or in part of the Property or to the sums received by this Mortgage.

If the lessee fails to respond to the notice, the lessor may terminate the lease by giving the lessee 30 days written notice.

The right to hold the policies and endowments thereafter, subject to the terms of any insurance, deed of trust or other security agreement with a bank which has priority over this MasterAgreement.

The insurance carrier providing the insurance shall be liable for any damage resulting from the use of the vehicle, even if the insurance company has no knowledge of the driver's conduct.

These and subsequent distributions attributable to the Proprietary which may actually accrue to the Proprietary over time. Mortgagor, and its successors and assigns, shall be liable to the Proprietary for all costs and expenses, including attorney's fees, incurred by the Proprietary in the collection of any amounts due under this Note.

4. Father Mortgages and Deed of Trust/Certificates, 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 Mortgagage, including Borrower's obligation to make payments when due, Borrower shall pay or cause to be paid all taxes, assessments and other charges,

be applied by *Landesamt für Vermessung*, an *Projektionsnetz* received by *Borrower* under *Paratigraph 2* thereof, when no interest, and little or no time period.

In either case, if the under paragrapah is not agreed upon, the Property is sold or the Property is sold or 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 shall be used to pay off the debt.

If the amount of funds held by Lenders, together with the future monthly installments of funds payable prior to the due dates of leases, assessments, insurance premiums and ground rents as they fall due, such excess shall be, in Borrower's option, either deposited in an escrow account or paid over to the Lenders.

for the funds received by this Mortgagor, until the purpose for which such debt is to the Funds was made. The Funds are pledged as additional security

If borrowed power pays Funds to Leender, the Funds shall be held in an institution the depositors or accountants of which are insured or guaranteed by a Federal or state agency [including Leender if Leender is such an institution]. Leender shall apply the Funds to pay solid taxes, assessments, insurance premiums and ground rents. Leender may not charge for so holding and applying

of *gadgets*, premium instruments for hazard detection, plus one-twenty-five years of premium experience to help you find the right instruments for your needs.

the day monoliths payables under principal and interest are payable under Note, until the Note is paid in full, a sum (herein

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.

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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 Lien 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:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant 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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ELMHURST, IL 60126 DR
961 WELLELL HFC

Property of Cook County Clerk's Office

JOYCE M. SKIBA
NOTARY PUBLIC, STATE OF ILLINOIS
My commission expires 6/30/97
Official Seal

Given under my hand and official seal, this 20 day of December, 1989.

THEIR free voluntary act, for the uses and purposes herein set forth,
appeared before me this day in person, and acknowledged that the X signed and delivered the said instrument as
personally known to me to be (the same person(s) whose names(s)) ARTHUR, subscriber to the foregoing instrument,
KENNETH G. SCHWARTZ AND MARY LOU SCHWARTZ, HIS WIFE, IN JOINT TENANCY
a Notary Public in and for said county and state, do hereby certify that
County ss:

STATE OF ILLINOIS,

MARY LOU SCHWARTZ
"Borrower"

KENNETH G. SCHWARTZ
"Witness"

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Releasee, 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
federal law.