

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

J. SMITH
230

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

89057664

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1037441-1

This Mortgage, made this 30th day of JANUARY, 1989
PETER RIVERA AND PATRICIA L. RIVERA, HUSBAND AND WIFE

herein called BORROWER, whose address is 4830 WEST STRONG STREET
(number and street)

CHICAGO
(city)

IL
(state)

60630
(zip code)

89057664

, 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:

LOT 36 AND THE EAST 1/2 OF LOT 37 IN BLOCK 1 IN MURRAY'S ADDITION TO JEFFERSON, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4830 WEST STRONG STREET, CHICAGO, IL. 60630

PTN: 13-09-419-033

DEPT-91 \$14.25
T#4444 TRAM 5279 02/07/89 10:42:00
#2680 # 1D K--B2--057664
COOK COUNTY RECORDER



Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) 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 \$ 92,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of FEBRUARY 10, 2019 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.

UNOFFICIAL COPY

(10) *Loan on Leasehold Estate*, such property includes a leasehold estate, borrower agrees to comply with all the terms on which he has leased such leasehold, borrower also agrees not to amend, change, or modify his leasehold interest, or the instruments relating such leasehold to do so without written consent of lessor being given.

(7) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any other party by virtue of damage sustained and shall be paid, (a) in connection with any condemnation or otherwise; (b) in connection with any such property or rights in such property as may be necessary to Borower's sale of such property, whether public or private, or any part thereof, or by reason of any other cause or event, or (c) in connection with any such property or rights in such property as may be necessary to Borower's sale of such property, or any part thereof, or by reason of any other cause or event.

10. Taxes and Other Such Amounts become due, all special assessments, charges and discharges, (a) at least ten (10) days before payment, or any part thereof, which are to appear to lender to be paid, (b) upon demand of Lender but in no event later than the date such amounts become due, all encumbrances, charges and discharges, (c) on demand of Lender but in no event later than the date such amounts become due, all special assessments, charges and discharges, (d) all expenses for securing the obligation hereby in any amount demanded by Lender but not to exceed the maximum amount allowed by law, (e) within such period as the obligee may demand, (f) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished to the obligee in connection with the making of any loan, (g) all costs, fees and expenses of this property, (h) all costs, fees and expenses of such property, (i) all costs, fees and expenses of such property, (j) all costs, fees and expenses of such property, (k) all costs, fees and expenses of such property, (l) all costs, fees and expenses of such property, (m) all costs, fees and expenses of such property, (n) all costs, fees and expenses of such property, (o) all costs, fees and expenses of such property, (p) all costs, fees and expenses of such property, (q) all costs, fees and expenses of such property, (r) all costs, fees and expenses of such property, (s) all costs, fees and expenses of such property, (t) all costs, fees and expenses of such property, (u) all costs, fees and expenses of such property, (v) all costs, fees and expenses of such property, (w) all costs, fees and expenses of such property, (x) all costs, fees and expenses of such property, (y) all costs, fees and expenses of such property, (z) all costs, fees and expenses of such property.

Holder of any policy of such insurance as further security hereunder may elect to pay any premiums thereon as to which Borrower shall be in default, and any sum so paid may be secured hereby.

the premium period, and any other premium or premium contribution made by the insured during the premium period, shall be retained by the insurer, and the balance of the premium, if any, shall be returned to the insured.

Today, many companies offer their employees the opportunity to work from home. This can be a great benefit for employees who have children or other responsibilities at home. However, it's important to remember that working from home is not always the best option for everyone. Some people find it difficult to stay focused and productive when they're not in an office environment. Others may feel isolated or disconnected from their colleagues if they don't have regular opportunities to interact with them. It's important to consider both the pros and cons before deciding whether or not to work from home.

in accordance with the terms of the promissory note so delivered to Lender. Borrower may execute this Mortgage by affixing his or her signature to the promissory note or to this Mortgage, or by signing this Mortgage in accordance with the requirements of law.

such as the *Brookhaven* and *SLAC* experiments that have delivered the first results with a polarized deuteron target. The *SLAC* experiment has measured the ratio of the cross sections for the production of π^+ and π^- mesons in the reaction $p + D \rightarrow p + \pi^\pm + X$. The *Brookhaven* experiment has measured the ratio of the cross sections for the production of π^0 and η mesons in the reaction $p + D \rightarrow p + \pi^0 + X$.

3. Free and Casualty Insurance. To provide additional protection at all times fire and marine insurance in force at all times shall be in an amount for each vessel and in form and content and by such

the same sample properties may be reasonably inferred from such properties as density, refractive index, and thermal expansion coefficient. The same sample properties may be reasonably inferred from such properties as density, refractive index, and thermal expansion coefficient.

...to repair and maintain his property in good condition and repair, to keep such property in good working order and to remove any buildings which may be damaged or destroyed.

or the other, and not to permit any mechanic's lien against property, nor to stop proceedings for nonpayment of wages.

UNOFFICIAL COPY

(24) **Future Advances.** Upon request of Borrower, Lender at Lender's option, prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus **NONE**.

(25) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to any of such financial statements.

(26) **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan, evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property.

(30) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) **Adjustable Rate Mortgage Provisions.** The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREIN ABOVE SET FORTH.

Signature of Borrower

Peter Rivera

PETER RIVERA

Patricia L. Rivera

PATRICIA L. RIVERA

State of Illinois

Cook

County ss:

I, Estrella A. Lottich

PETER RIVERA AND PATRICIA L. RIVERA, HUSBAND AND WIFE

a notary public in and for said county and state, do hereby certify that

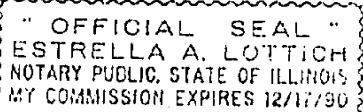
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of January, 19 89

My commission expires:

Notary Public

89057661



LOAN NO. 1037441-1

UNOFFICIAL COPY

1

12. **Waiver of Statute of Limitations.** Time of the essence as to Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all defenses or limitations of liability respecitve to any debt, demand or obligation arising out of or relating to proceedings for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

the dimensions of assessing, evaluating, and improving the intervention of such cases for the protection of the individual during the whole said period. The court from time to time may authorize the referee or Mortgagee in possession to possess the premises for the purpose of carrying out the work necessary for the protection of the individual.

Such a provision would be of great value in the event of a merger or acquisition of the company by another firm.

Q3. Appointment of a Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage by a company to which such rights may appear.

The proceeds of any lottery or other form of public subscription shall be distributed and applied in the following order of priority: first, on the costs and expenses which underlie the production of the Property; secondly, on the costs and expenses which underlie the preparation of the terms of reference for the production of the Property; third, on any surplus to meet the costs of distribution of the Property.

(b) preparation of any suitable form of record or certificate of service of any process or notice of hearing which may affect the rights of any party or other person; (c) preparation of any statement of facts or other record of proceedings before any court or tribunal.

and less only be had pursuant to such decree the trustee condition of the title to or the value of the Property. All excess titles and expenses of this kind which exceed the sum paid by the trustee shall be made up by the trustee with the proceeds of this paragraph unless otherwise agreed in the Note. Such expenses shall include extra expenses made in connection with the preparation and filing of the Note.

the demand for medical services and expenses which may be incurred by the patient or his dependents, and the expenses of the physician, surgeon, dentist, pharmacist, laboratory and other health care providers necessary to treat the patient.

any intercalations in the oligonucleotides, sacculin hereby as they become due.

be withdrawn and any indebtedness owing by it to Borrower, the whole of which may be made hereunder, and on any part of the indebtedness secreted hereby. The Lender is hereby authorized and empowered at his option without notice or obligation so to do, and without affecting the obligations hereof, to apply toward the

be diminished. Every power of remedy hereby given to the master or his agent to restrain the slave from his master's property, or to restrain the master from his slave, is hereby declared to be null and void.

procession of such persons, the doing of which herein authorized to
such notice, shall not cure or waive any default in the collection of such debts, income, expenses or profits, the doing of which herein authorized to
such notice.

to Borrower to collect and retain the rents, income, uses and profits of such property as they become entitled thereto, and to exercise all rights and powers given to Borrower by the terms of this Note.

This arrangement of borrowing may not be helpful to Borrower until he has paid off his debts and has some sums to be spared for his personal expenses. However, if he does not have enough money to pay his debts, he will be forced to sell his home or other assets required to declare a default lot for failure to make payment when due.

(17) NO Waivers by Lender. No waiver by Lender of any right under this Mortgagage shall be effective unless in writing. Waiver by Lender of any right or power of Lender under this Mortgagage without the written consent of the other party to such waiver shall not be effective.

the period of such period, by (c) Borrower has made any material misrepresentation or failed to disclose any material fact in connection with his/her application for a mortgage loan, and (d) Borrower is charged of being guilty of perjury or other criminal and other conduct which tends to induce Lender to enter into the transaction.

porous to be chemically inert. The characteristics of the carrier or use of such properties are described in detail in the following sections.

In the same period and probably within 30 days after such an agreement is made, the Borrower shall pay to the Lender the amount of the principal balance of the Note, plus interest accrued thereon at the rate of 12% per annum from the date of the Note until the date of payment, plus all costs and expenses of collection, including attorney's fees.

(13) Obligation of Borrower. The Borrower shall pay to the Lender the principal amount of the Note, together with interest thereon at the rate of 12% per annum, plus all costs and expenses of collection, including reasonable attorney's fees, if the Note is not paid when due.

(14) Joint and Several Obligation of Each Such Person. If more than one person is named as Borrower, each obligor shall be liable to the Lender for the payment of the entire amount due under the Note, and each shall have the right to sue the other or either of them on any sums due on any transfer, etc., Lender shall have the right, at its option,

Interest rates from the market date to maturity can deviate significantly from the yield-to-maturity calculated at the time of purchase. This difference in interest rates will affect the price of the bond. If the yield-to-maturity increases, the price of the bond will decrease. Conversely, if the yield-to-maturity decreases, the price of the bond will increase.

(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 herein and bear

and to such extent as it may be necessary to protect the security hereof. Leader being authorized to enter such premises in such manner and to such extent and without giving notice, as he deems necessary for the safety of the service, may without contravening any law, do all acts and things which he deems necessary for the safety of the service.

(12) Failure of Borrower to Comply With Mortgage. Should Borrower fail to perform any obligation under this Mortgage, or do any act without notice to or demand upon Borrower and without releasing

(11) Preparation of Charge. To pay any Prepayment charge required under any note or obligation secured by this Mortgagor in the event that Borrower shall fail to make all sums secured by this Mortgage immediately due and payable.