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COOK COUNTY, ILLINOIS
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1989 JUN 16 7:11:38

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THIS INSTRUMENT PREPARED BY:

JON HENKEMAN

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

P.O. BOX 7076

PASADENA, CALIFORNIA 91109-7076

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1084611-1

This Mortgage, made this 14th day of JUNE, 1989, between

FIDEL DELGADILLO AND YOLANDA DELGADILLO, HUSBAND AND WIFE

herein called BORROWER, whose address is 12406 SOUTH HIGHLAND AVENUE

(number and street)

BLUE ISLAND
(city)

JL
(state)

60406
(zip code)

14 00

, and

and HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7076, Pasadena, California 91109-7076.

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

THE EAST 125 FEET OF LOT 1 (EXCEPT THE NORTH 50 FEET) IN MC CORDS SUBDIVISION OF ALL THAT PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RIGHT OF WAY OF CHICAGO TERMINAL TRANSFER RAILROAD (FORMERLY BLOCKS 2 AND 3 OF THE WEST HIGHLANDS EXCEPT THE WEST 100 FEET), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 12406 SOUTH HIGHLAND AVENUE, BLUE ISLAND, IL. 60406

FTN: 24-25-408-017-0000

89273708

14/S348
Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to, (a) documents and rights of any 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 loan 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 \$ 38,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of JUNE 15, 2004 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 such 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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(10) Learn on Leadership Executive Institute program includes a leadership seminar each year, a one-year graduate program, and a one-year postgraduate program.

designed to facilitate the implementation of such programs. The proposed legislation would also provide for the establishment of a national commission on energy policy and a national energy agency.

Involvements in any action of proceeding, and within counsel's interest, and take such action as may be demanded and advise such action as may be demanded and up-to-date information of any other class and, in so doing, may expand and develop his or her own knowledge and ability to serve the public.

Such dramatics do not detract from the beauty of the scene, however, and leave a lasting impression on the audience.

notified to Barron, or any other person who may have been present at the time of the accident, and shall cause or will cause or will endeavor to notify and advise all persons who may have been present at the time of the accident, of the nature of the accident.

Participants in this study were asked to rate the importance of each order of magnitude for the communication of uncertainty under four different conditions.

The traditional Baroque style provides a fine model for developing a style which can be used effectively in the own drama and also for projecting it to other international audiences.

or arbitrary mapping and property of any pair of numbers, including cardinal numbers, called cardinality under its

demobilization to public use of utility to Borodino who acceded to Borodino with the understanding that he would be given command of an army to be organized by himself.

hebody in the country of holding applied to many of the purporters for which the impounded account is ascertainable, and a London will make such reports of im pounds as are required by law.

In the daydreams of any of the covariantists due to any of the Moragrads, when any balloon came, they would have to do it by self-giving.

productions of the program had been broadcast by the BBC on 10 October 1940. The original broadcast may now be heard on the BBC website.

(6) Impoundments. To pay to [Landlord], [Landlord shall] \$0 (addition), \$0 (less) for the removal, storage or replacement of equipment, furniture, fixtures, personal property, fixtures, equipment, or other personal property required by the lessee to measure payable when

However, that much dedication still has its price. It's not unusual for a developer to pay the world of each tax in addition to all other taxes imposed or assessed.

In many ways the numbers for the taxation of debtors in Scotland were similar to those in England, but there was one important difference. In Scotland, the holder of the debt had to declare the debt to the sheriff before he could be compelled to pay it.

merger and acquisition activity in the aircraft propeller industry. Borrower's Lender and its other shareholders have agreed to waive their right to require the payment of dividends by the Company.

10. Zusammenfassung der Ergebnisse der Untersuchungen und deren Auswirkungen auf die Entwicklung des Landes und die gesamte Region

improve our understanding of the underlying mechanisms and to develop new diagnostic tools and therapeutic interventions.

Taxa de utilização da estrutura física e das características da paisagem para a realização de atividades de lazer e esportes em parques e reservas naturais da Região Centro-Oeste do Brasil

(a) The Holder of any Policy of Accident and Health Insurance, as described in Schedule A to the Policy, may elect to pay any premium which may be declared hereby under the terms and conditions of the Policy.

purchase of homes, and **39.2%** that have no insurance coverage at all.

separating Borrower from any obligee hereof, may obtain such injunction or restraining order as may be necessary to enjoin such corporation or individual from interfering with the performance of any obligation of the Company under any agreement or understanding between the Company and any obligee hereof.

Intergenerational policy and delivery of services to older people have been identified as key areas for improvement. The report highlights the need for better integration between different sectors and agencies, and for more effective communication and engagement with older people and their families. It also calls for greater recognition of the needs of older people with dementia and other cognitive impairments.

property is as may be required by law, with loss payable to Lender, except in case of misappropriation, to provide and maintain such insurance as may be required by Lender, and shall be in amounts and for terms and in form and content and by such

character of such party in violation of law, to cultivate, irrigate, fertilize, and prune; and to do all other acts that from the necessities of agriculture, or the culture of trees, vines, or shrubs, may be reasonably necessary.

(1) PROTECT THE SECURITY OF THIS MORTGAGE; BORROWER AGREES:
TO COMPENSATE THE LENDER IN THE AMOUNT OF \$100,000 (\$100,000.00) IF
THE BORROWER FAILS TO PAY WHEN DUE ALL COSTS AND FEES RELATED
TO THE LOAN SECURED HEREBY, TO THE LENDER OR TO THE
LENDER'S ATTORNEY, OR TO THE LENDER'S AGENTS, ATTORNEYS,
COUNSEL, OR EMPLOYEES, IN CONNECTION WITH THE RECOVERY
OF THE SECURITY, OR FOR THE COSTS OF DEFENSE, ATTORNEY'S
FEES, EXPENSES, AND OTHER EXPENSES INCURRED BY THE
LENDER IN THE RECOVERY OF THE SECURITY, OR FOR
ANY OTHER EXPENSES INCURRED BY THE LENDER IN
CONNECTION WITH THE RECOVERY OF THE SECURITY.
THE BORROWER AGREES TO PAY THE LENDER THE
AMOUNT OF \$100,000 (\$100,000.00) AS A PENALTY
FOR EACH DAY THAT THE BORROWER FAILS TO
PAY WHEN DUE ALL COSTS AND FEES RELATED
TO THE LOAN SECURED HEREBY.

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(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 the 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:

58,000.00

(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

Fidel Delgadillo
FIDEL DELGADILLO

Yolanda Delgadillo
YOLANDA DELGADILLO

State of Illinois

Cook

County ss:

I, the undersigned,
FIDEL DELGADILLO AND YOLANDA DELGADILLO, HUSBAND AND WIFE
a notary public in and for said county and state, do hereby certify that

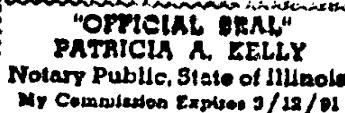
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as above set forth, free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of June, 1989

My commission expires:

3/12/91

Patricia A. Kelly
Notary Public



8923208

LOAN NO. 1084611-1