

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY

JOHN G. BIGNESS

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

P.O. BOX 7075

PASADENA, CALIFORNIA 91109-7075

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

**Mortgage and Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN**

LEIN NO. 1091894-0

This Mortgage, made this 24th day of JULY, 1989,

, between

JOHN G. BIGNESS, A BACHELOR

**89346566**

herein called BORROWER, whose address is 3942 NORTH PAULINA STREET

(number and street)

CHICAGO  
(city)

IL  
(state)

60613  
(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.

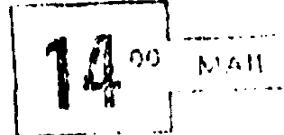
WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

LOT 44 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF SECTION 19,  
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST  
1/4 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/3 OF  
THE SOUTHEAST 1/4 OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 3942 NORTH PAULINA STREET, CHICAGO, IL. **QUINTA BLDG** **PTN: 14-19-206-022**

PTN: 14-19-206-022

**89346566**



Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to all fixtures 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 winter 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 \$ 110,100.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of AUGUST 19, 1992, 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 lease 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 covenant, 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 unpaid finance 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. (7) At Lender's option, payment, with interest thereon, of any other amount due future indebtedness or obligation of Borrower or of any successor in interest of Borrower to such property, to Lender, whether created directly or as created by absolute or contingent assignment, whether due or not, whether otherwise secured or not, 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) **Loan on Lessor-Held Estate.** In such property includes a leasehold interest in real property held by lessor under a leasehold agreement or written consent of lessor being used for the purpose of carrying on a business or profession.

Property as may be required by Lender. Each party of such insurance shall be in amount, for term and period and by such companies as the parties may agree to Lender with loss payable to Lender and shall be paid to Lender for the sum of premium as provided for in the policy or certificate of insurance. Borrower shall also furnish Lender with written evidence showing payment of all premiums thereto. After a thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending coverage shall be furnished Lender with written evidence showing payment of all premiums thereto. All such policies and certificates of insurance shall be delivered to Lender and remain in possession of Lender as security for the satisfaction of the obligations of the parties hereto.

(ii) Construction of Improvement. To complete or finish such improvements as may be required to render the property fit for habitation or for other purposes, and to pay when due all costs and expenses incurred in the construction of such improvements.

(iii) Construction of Repairs. To repair and maintain such property in force at all times free and other types of insurance with respect to such property as of the date of this instrument.

(iv) Fire and Casualty Insurance. To provide and maintain in force at all times free and other types of insurance with respect to such property as of the date of this instrument.

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(11) **Prepayment Charge.** To pay any prepayment charge required under any note or obligation secured by this Mortgage in the event that Borrower shall have defaulted in the performance of any obligation secured by this Mortgage and Lender, by reason thereof, shall have declared all sums secured by this Mortgage immediately due and payable.

(12) **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 herein 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: (a) 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 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 (b) Borrower is a partnership and the interest of a general partner is assigned or transferred; or (c) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period; or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property, or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those 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 all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(19) **Right to Collect and Receive Rents and Profits.** Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property as they become due and payable, but Lender reserves the right to revoke such permission at any time with or without cause by notice in writing to Borrower, mailed to Borrower at his last known address. In any event, such permission to Borrower automatically shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property or any part thereof, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses, for retention and collection, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues or profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Mortgagor's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing to it by Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option, without any obligation so to do, and without affecting any obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any imposts held by Lender under paragraph (6) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

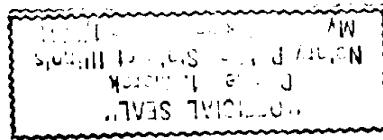
(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by Lender on behalf of Lender for attorney's fees, appraisers' fees, outlays for documentary and export evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges and costs may be estimated, as items to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale, which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of the Mortgage or any indebtedness hereby secured, (b) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, (d) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof, second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage, third, any surplus to Borrower, his legal representatives or assigns, as 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 filed may appoint a receiver of the property or may appoint Lender as Mortgagor in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property, whether the same shall be then occupied, as a homestead or not. Such receiver or Mortgagor in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times, when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagor in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness, and other sums accrued hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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LEADEN NO. 1091804



Nolary Public

Personal history known to me to be the same persons) whose names I signed and delivered the same instruments as HHS free and voluntary

1. The undersigned, a citizen of the State of Illinois, County of Cook, County assessor, do hereby certify that a Notary Public in and for said County and State, do hereby certify that

BORROWER REQUIRES THAT A COPY OF ANY NOTICE OF DEFAULT OR AN NOTICE OF SALE HEREINBE BE MAILED TO BORROWER AT THE ADDRESS HEREINABOVE SET FORTH

(29) **Waver of Homeestead.** Borrower hereby waives his right of homesteaded exemption in property owned by him in the United States or in the District of Columbia.

(30) **Note to Borrower.** Notice to the Borrower provided for in the Note or this Mortgage shall be deemed given when it is deposited in the United States Post Office or delivered to the Borrower at the address of the Borrower as it appears in Lenders records pertaining to the loan evidenced by the note at the time notice is given.

(31) **General Provisions.** (a) This Mortgage applies to all debts, all parties hereto, their heirs, legatees, administrators, executors, successors and assigns (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note, account, claim or other debt held by him in his capacity as Lender (c) Whenever the context so requires, the masculine gender includes the feminine and neuter, whether or not named as Lender herein (d) The term "Borrower" shall mean the owner and holder (including a pledgee) of any note, account, claim or other debt held by him in his capacity as Borrower (e) The term "Note" means the promissory note, agreement, instrument or writing which creates a debt between the Lender and Borrower.

(32) **Adverse Possession.** 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 of December 1 in which case the principal balance will be added to the unpaid interest added to the principal exceeded 150% of the original principal indebtedness.

time of filing his answer be barred by the applicable statute of limitations.

property and borrowed money to pay off debts of the deceased, when such debts exceed the value of the property.

(25) Impression and Business Records. Letters 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 general office purposes, he will permit the Lender to enter and inspect the same at any reasonable time.

(24) Future Advances. Upon request of Borrower, Lender reserves the option to increase the principal amount of this Mortgage by sums advanced in accordance with the terms of this Mortgage.