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9101-09 W. Cermak North Riverside, IL. 60546

99421698

MORTGAGE

AUG 29 1990

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 27th day of August, 1990,
between the Mortgagor, Steven A. Martinec and Sheryl I. Martinec, as husband and wife
(herein "Borrower"), and the Mortgagee.

Household Bank F.S.B., herein "Borrower", and the Mortgagor,
existing under the laws of United States, whose address is 9151-09 W. Cermak Road
North Riverside, IL, 60546, herein "Lender".

The following paragraph preceded by a checked box is applicable:

EX- WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$. 15,999.81,
and in consideration of my Borrower's Loan Repayment and Security Agreement dated August 27, 1990
and extensions and renewals thereto, I now partly providing for monthly installments of principal and interest at the
rate specified in the Note thereon ("contract rate") (including any adjustments to the amount of payment of 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 August 27, 2000;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ N/A, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated N/A and extensions and renewals thereof therein "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 \$ N/A and an initial advance of \$ N/A:

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 real property, located in the County of COOK, State of Illinois:

See Exhibit "A"

Tax Parcel #15-22-414-011

320-652610
TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LaSALLE
CHICAGO, IL 60602

which has the address of 2841 South 11th Avenue
60516 Street

Received
Aug:

Illinois 60546 (Zip Code) *Enter "Property Address"; and in 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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Property of Cook County Clerk's Office

Given under my hand and official seal, this 27th day of August, 1991.

I, Joseph J. Raczynowski, a Notary Public in and for said county and state, do hereby certify that Steven A. Martinec and Sherry L. Martinec, as husband and wife personally known to me to be the same persons(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 said instrument free voluntarily act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, Cook County ss:

Sherry L. J. Martinec
- Borrower
Sherry J. Martinec

Steven A. Martinec
- Borrower
Steven A. Martinec

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Release. 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.

My COMMISSION EXPIRES 3/19/94
JOSEPH J. RACZYNSKI, JR.
NOTARY PUBLIC, STATE OF ILLINOIS
OFFICIAL SEAL

Space Below This Line Reserved for Lender and Recorder

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20. Release. 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.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Steven A. Martinec

Steven A. Martinec

- Borrower

Sheryl J. Martinec

Sheryl J. Martinec

- Borrower

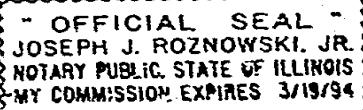
STATE OF ILLINOIS, Cook County ss:

I, Joseph J. Roznowski Jr., a Notary Public in and for said county and state, do hereby certify that Steven A. Martinec and Sheryl J. Martinec, as husband and wife 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 T he Y signed and delivered the said instrument as A free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

27th day of August, 1990.

My Commission expires:



Joseph J. Roznowski

Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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72-3 4 2 1 6 9 ;

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 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.

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 as 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 leasehold 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; Leaseholds; Condominiums; 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 action 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.

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the rights 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 17 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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

and the body's center of gravity can be held in a position so as to reduce the effect of the reaction forces.

18 Borowers's attack. Notwithstanding Leenders' right to nominate, fees and costs of litigation expenses, attorneys and expert witnesses shall have the right to have any proceedings begun by Leender to recover all sums which disconvenued at any time prior to entry of a judgment enjoining this Mortgagee; (a) Borrower pays Leender all sums which would be then due under this Mortgage and the Note had no acceleration accrued; (b) Borrower cures all breaches of any other covenants of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Leender in enforcing the covenants and agreements of Borrower contained in this Mortgage; (d) Leender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney fees; and (e) Borrower's obligation to pay Leender's costs of collection, including attorney fees and costs of collection by Leender or his attorney, and costs of defense by Leender against any action brought by Leender or his attorney to collect any amount due under this Mortgage.

17. Acceptation: Except as provided in paragraph 16 hereof, upon Borrower's payment of any amount due or agreement of Borrower in this Mortgage, including the coverants to pay, even after acceleration, all amounts due or to be paid by Borrower, and upon payment of all expenses of foreclosure by this Mortgagor, 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) the date payable to cure such breach on or before the date specified in the notice.

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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 transfers such option to a trustee, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Lender shall mail Borrower notice of acceleration to the address set forth in the original note or agreement to transfer, unless otherwise provided in the original note or agreement to transfer.

(a) the creation of a lien or encumbrance subordinating all or any part of the Property or an interest therein, excluding (b) the creation of a joint tenancy, (c) the grant of any leasehold interest for a term of twelve years or less upon the creation of a partnership, (d) the creation of a joint tenancy, (e) a transfer of the spouse of children of the Borrower becoming an owner of the property from the spouse of a Borrower, (f) a transfer of the spouse of children of the Borrower becoming an owner of the property from the spouse of a Borrower, (g) a transfer resulting from a decree of dissolution of marriage, (h) a transfer resulting from a settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (i) a transfer resulting from a transfer of realty made by the Borrower to another, or from an incident of property rights in the property, (j) any other transfer of title to the property, (k) any other transfer of title to the property, (l) any other transfer of title to the property, (m) any other transfer of title to the property, (n) any other transfer of title to the property, (o) any other transfer of title to the property, (p) any other transfer of title to the property, (q) any other transfer of title to the property, (r) any other transfer of title to the property, (s) any other transfer of title to the property, (t) any other transfer of title to the property, (u) any other transfer of title to the property, (v) any other transfer of title to the property, (w) any other transfer of title to the property, (x) any other transfer of title to the property, (y) any other transfer of title to the property, (z) any other transfer of title to the property.

improve creditworthiness. In turn, Lender's option may be exercised to require repayment of the 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 debtors which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Project.

13. Governing Law; Severability. In the event that any provision of this Note shall be held invalid or unenforceable under applicable law, such provision shall be severed from the Note and the remaining provisions shall remain in full force and effect. The parties agree that if any provision of this Note is held invalid or unenforceable, it shall not affect any other provision of this Note or the Note's applicability to Federal law or to this Note's application to the state and local laws applicable to this Note.

14. Borrower's Copy. Borrower shall copy of this Note and of this Note's modifications to the extent not prohibited by applicable law or limited herein.

15. Remedies. All sums to the extent not prohibited by applicable law or limited herein.

at the Property Address or at such other address as Borrower may designate 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.

11. Successors and Assigns Bound; Joint and Separate Liability; Co-signers. The convenants and agreements hereinunder shall bind, 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 covenants and agreements of Borrower shall be joint and several. Any Borrower who designates this Note as co-signer, (a) is co-signing this Note only to mortgage, (b) is not personally liable or jointly liable under this Note, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify or consent to Lender under the terms of this Note.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by mailing such notice by certified mail addressed to Borrower, (b) any notice to Borrower shall be delivered by delivering it or by mailing it or by facsimile to Borrower, and (c) any notice by delivery to another creditor under applicable law to be given in another manner, (d) any notice to Borrower shall be given by mailing such notice by certified mail addressed to Borrower.

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EXHIBIT "A"

LEGAL DESCRIPTION:

(Type Legal Description in this Space)

LOT 14 IN BLOCK 7 IN KOMAREK'S WEST 22ND STREET FIRST
ADDITION A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF
THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING
SOUTH OF THE SOUTHERLY LINE OF THE ILLINOIS CENTRAL
RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

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TRUER DISCREPANCY

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