

UNOFFICIAL COPY

This instrument was prepared by:

LYNDA SANCHEZ  
961 WEIGEL (Name)  
ELMHURST, IL 60126 (Address)

MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 21ST day of SEPTEMBER, 19 90  
between the Mortgagor, ERWIN A. BANIA, A WIDOWER  
(herein "Borrower"), and the Mortgagee,  
HOUSEHOLD BANK F.S.B., a corporation organized and  
existing under the laws of UNITED STATES, whose address is 255 E. LAKE STREET  
BLOOMINGDALE, IL 60108 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

X WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 15799.80  
which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated 9/21/90  
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 SEPTEMBER 21, 2005

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 (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 \$ 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 described property located in the  
County of COOK, State of Illinois:

PARCEL: 12-21-222-064

Parcel 1: The East 19.50 feet of the West 64.00 feet of Lot 11 in Eden  
Gardens, being a subdivision in the Northwest 1/4 of the Northeast 1/4 of  
Section 21, Township 40 North, Range 12 East of the Third Principal  
Meridian.

also

Parcel 2: Easements as established on the plat of subdivision recorded  
August 7, 1962 as document 18555086 and incorporated in the declaration of  
easements and exhibits thereto attached dated January 16, 1967 and recorded  
January 17, 1967 as document 20045204 made by Eden Gardens, Inc., a  
corporation of Illinois and as created by the mortgage from Eden Gardens,  
Inc., a corporation of Illinois to Western Savings and Loan Association, a  
corporation of Illinois dated January 10, 1967 and recorded January 16, 1967  
as document 20043176, for the benefit of Parcel 1 aforesaid for ingress and  
egress over and across: The South 8.50 feet of Lot 11 (except that part  
thereof falling in Parcel 1 aforesaid) in Eden Gardens Subdivision, in Cook  
County, Illinois.

which has the address of 9883 SORENG SCHILLER PARK,  
Illinois 60176 (Street) (City)  
(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.

LAND TITLE CO. SL-510829-75-1

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10. Borrower shall not be a party to any suit or action... applicable law, shall not be a party to any suit or action...

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 to Lender.

8. Inspection. Lender may make or cause to be made reasonable inspections 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.

7. Priority 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.

6. Preservation and Maintenance of Property; Leases; 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 or creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consent documents.

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 Lender in a form acceptable to Lender.

4. Prior Mortgages and Deed of Trust; Covenants, Leases, Easements, Assessments, and Other Charges. 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's obligation to pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 under paragraph 2 hereof, then to interest, and then to the principal.

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 as payable under the Note, until the Note is paid in full, a sum therein equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach a priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of any premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance.

1. Payment of Principal and Interest as "Variable Rate". The 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. Borrower 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, and 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, forebear, 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 "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 other recordation hereof.

15. **Behavioral Lender 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 child of the Borrower becomes 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 transfer 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.

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 for 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 on 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 Reinstatement.** 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 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 contained in this Mortgage, and (d) Borrower and Lender take 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 Rights; 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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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.

Erwin A. Bania  
ERWIN A. BANIA Borrower

Borrower

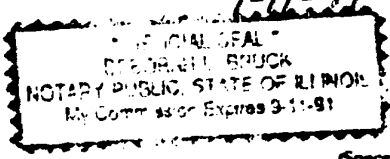
STATE OF ILLINOIS, Cook County ss:

I, Deborah L. Bruck, a Notary Public in and for said county and state, do hereby certify that  
ERWIN A. BANIA, A WIDOWER

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

Given under my hand and official seal, this 21<sup>st</sup> day of September, 1990.

My Commission expires: 9-11-91



Deborah L. Bruck  
Notary Public

Space Below This Line Reserved for Lender and Recorder

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Office of Cook County Clerk's Office