

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

705 705 705
DELCMAN
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075



30576506

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

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1278010-2

This Mortgage, made this 16th day of NOVEMBER, 1990, between
JAMES S. PETRIE AND BARBARA A. PETRIE, HUSBAND AND WIFE

herein called BORROWER, whose address is 215 CONCORD LANE, UNIT 17
(number and street)

CHICAGO
(city)

IL
(state)

60614
(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

UNIT 17 IN THE CONCORD LANE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 22 (EXCEPT THE NORTH 25 FEET OF THE EAST 115 FEET AND EXCEPT THAT PART TAKEN FOR STREET) IN GALE'S NORTH ADDITION TO CHICAGO, LYING WITHIN THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A-1" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25530034, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. ALSO: RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION AS AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

COMMONLY KNOWN AS 215 CONCORD LANE, CHICAGO, IL 60614
UNIT 17
PTN: 14-33-422-070-1017

RECORDED 11/17/90 11:07 AM \$15.25
106570 *90-576506
COOK COUNTY RECORDER

30576506

Together with all interest which Borrower now has or may hereafter acquire in the said property and in and to all easements and rights of way appurtenant thereto and to 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 to 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

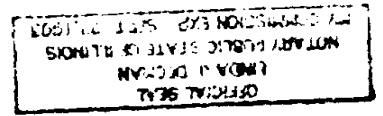
FOR THE PURPOSE OF SECURING

30576506

(1) Payment of the sum of \$ 320,000.00 with interest thereon according to the terms of a promissory note of even date herewith and having a final maturity date of DECEMBER 10, 2020 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 of the loan secured hereby or any part thereof for the purpose of constructing improvements on such property; (5) Each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property; (6) 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; (7) 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, co-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; (8) That Lender's action, 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; (9) 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

LOAN NO. 1278010-2



My commission expires _____
 Given under my hand and official seal this 15th day of November, 1990
 Notary Public
 Personally known to me to be the same persons whose names 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.
 JAMES S. PETRIE AND BARBARA A. PETRIE, HUSBAND AND WIFE
 A notary public in and for said county and state, do hereby certify that

State of Illinois
 County ss

Signature of Borrower
 JAMES S. PETRIE
 BARBARA A. PETRIE

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND/OR ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREINABOVE SET FORTH

124) **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 \$20,000.00

125) **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.

126) **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.

127) **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 which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further 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 state 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 state of limitations.

128) **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 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.

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

130) **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.

131) **General Provisions.** This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, by 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.

132) **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 payment to be made by Borrower 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.

905736506