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THIS INSTRUMENT PREPARED BY

37
TERRI DUBOIS

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** LOAN NO. 1160863-5

This Mortgage made this 19th day of JANUARY, 1990 between
ANTHONY SEDIVY, A BACHELOR AND CARMELA A. SEDIVY, DIVORCED AND NOT SINCE REMARRIED

herein called **BORROWER** whose address is **2515 EAST OLIVE STREET, UNIT #7-26**
(number and street)

ARLINGTON HEIGHTS
(city)

IL
(state)

60004
(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 NUMBER 7-26 IN BRANDENBERRY PARK EAST CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: LOT 1 IN UNIT NUMBER 1, LOT 2 IN UNIT NUMBER 2, LOT 3 IN UNIT NUMBER 3, AND LOT 4 IN UNIT NUMBER 4 OF BRANDENBERRY PARK EAST BY ZALE, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25108489 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS **2515 EAST OLIVE STREET, UNIT #7-26, ARLINGTON HEIGHTS, IL. 60004**

ATTN: 03-21-402-014-1210

(copy)
7-11-90

First American Title Order #

00031001

00031001

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to all easements 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 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

(1) Payment of the sum of \$ 37,800.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of JANUARY 20, 2030 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, of each 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, make and any, and all other instruments creating Borrower's interest in or defining Borrower's right, interest in, such property. (6) Compliance by Borrower with each and every monetary provision to be performed by Borrower under any declaration of covenants and conditions and the rules pertaining to such property, or any declaration of deed and minimum ownership, and upon written request of Lender, to execute and deliver to Lender any instrument to pay, maintain or discharge, if the same have not been paid or discharged, or to execute and deliver to Lender any instrument after such written request is made. (7) At Lender's option, payment with interest thereon of any, or the principal or the indebtedness, obligation of Borrower, or of any successor in interest of Borrower, to such property, due to Lender, whether created directly or indirectly, or arising out of any assignment, whether due or not, whether or not secured, or not, or whether or not it is a debt of the estate of the mortgagor or of any hereafter, the execution of such option to be given by Lender, in its sole discretion, at the time and place of its option. (8) Performance of all agreements of Borrower to pay fees and charges as the Lender, whether or not then set forth. (9) Payment of charges, as allowed by law, when such charges are made for any statement regarding the condition of secured hereby.

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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 or demand upon Borrower, and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may, at any or all times in such a manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon the property for such purposes: (i) pay, purchase, contest or compromise any encumbrance, charge or lien which in its judgment appears to be prior or superior hereto, and (ii) 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 here 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 hereunder.

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 of them.

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 and respect to 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 himself or any interest therein to be divested, whether voluntarily or involuntarily, or leases such property for any part thereof for a term of more than six months or of shares 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 if Borrower is a partner or partnership, the interest of a general partner is assigned or transferred, or if Borrower is a corporation and in the last 24 months prior to the date of this Mortgage transferred or assigned during a 12 month period, or if Borrower is a trust and there is a change of beneficial interests in the trust of more than 25% of such property, or if Borrower has made any material misrepresentation or failed to disclose any material fact with respect to 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 shall not constitute a waiver of any other right and 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 to do, or by Lender's failure to take any performance, including 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 obligations secured 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.

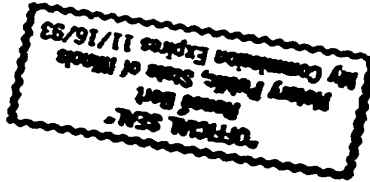
19. Right to Collect and Receive Rents and Profits. Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property, as the term time during which payable, but Lender reserves the right to revoke such permission at any time with or without cause, by notice in writing to Borrower at the address set forth in the 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 its option, with or 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, or any leasehold interest, including any easements, rights and appurtenances, set of or modify rents, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including any past due and unpaid, and apply the same less costs and expenses of operation and collection, against any indebtedness secured hereby, and in such order as Lender may determine, and except for such application, Lender shall retain title to any portion of the collection or non-collection of any rents, income, issues or profits, nor the failure to assert or enforce any right of such kind. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, or the doing of any 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 action taken pursuant to such notice.

20. Remedies. No remedy herein provided shall be exclusive of any other remedy available at law or equity. Remedies shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to either of them may be exercised separately and may be exercised from time to time and as often as may be deemed expedient by them, and any of them may pursue any or all of the remedies of Lender holder any additional security for any obligation secured hereby. Lender may, at its option, enforce its rights hereunder before or contemporaneously with, or after any Mortgagee's sale is made hereunder, and on any day of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender hereby authorizes and empowers at its option, without any obligation so to do, and without any requirement that Lender be notified of the payment of any indebtedness secured hereby, any and all sums or money or credited to the account of the Borrower, and Lender may have in its possession or under its control, including, among other things, any implement or other thing or any right in or to any real or personal property, in order to assure the definiteness and certainty of the rights and obligations hereunder, and Borrower waives any and all rights of offset which it now or hereafter may have against Lender, or claims and no offset in deduction hereof shall be allowed by 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 and payable, or in the event that the Lender shall have the right to foreclose the lien hereof in any suit to foreclose the same, then, in such event, there shall be allowed an amount as additional indebtedness in the decree of sale all expenditures and expenses which shall have been incurred by the Lender, its attorneys, appraisers, title appraisers, fees, outlays for documentary and expert evidence, and other charges, and all costs and disbursements of prosecuting all suits or proceedings for the insurance. Such fees, charges and disbursements shall be paid by Borrower and shall be a lien in priority of the decree as Lender may deem reasonably necessary, either in or out of court, upon any or all of the property, or any part thereof, which may be had pursuant to such decree or the condition of the title certificate of title to the Property. A copy of such final decree or the nature of the paragraph mentioned shall be given to such additional indebtedness secured hereby, which shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall not be a lien in priority of the connection of this any proceeding in which Lender shall be a party, either as plaintiff or as defendant, in any suit to foreclose the Mortgage or any indebtedness hereby secured, in preparation for the commencement of any such suit, or in any proceeding or in any such proceedings foreclosed whether or not actually commenced, or in preparation for the reference of any such suit or proceedings to arbitration, or in any proceeding, Property, or the security hereby, whether or not actually commenced, if any suit or proceeding is commenced to foreclose the indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority, first, for the payment of all costs and expenses incident to the foreclosure proceeding, including such other items as may be mentioned in the paragraph hereof, second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage, third, any sums due 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 is filed may appoint a receiver of the property, or may appoint Lender as Receiver, or may appoint another person, to be deemed either before or after sale, without notice, without regard to the solvency of the Borrower, and without regard to the rights of any other person or persons, liable for the payment of the indebtedness secured hereby, and with full power to take any and all action in respect to the property, whether the same shall be then occupied by a homestead or not. Such Receiver as may be appointed shall exercise all powers which may be conferred by the court in and after the filing of this Mortgage, and all the rents, issues and profits of the premises during the pendency of such suit, or of any other suit or proceeding, or of any other matter in which Borrower's successors or assigns, except for the intervention of such receiver, would be entitled to collect or receive, including all judgments and all other powers which may be necessary or are usual in such cases for the protection, preservation and the management or disposal of the property during the whole said period. The court from time to time may, at the request of either Lender or Mortgagee, direct the Receiver to apply the net income he receives from the property in whole or in part to the indebtedness and other sums secured hereby, or the payment of any tax, special assessments or other lien which may be or become superior to the lien hereof, or to the application of the proceeds of a foreclosure sale provided such application is made prior to foreclosure sale, in case of a judicial sale the property, or a part thereof, if such part is affected by this Mortgage, may be sold in one parcel.

23. Waiver of Statute of Limitations. Time of the essence of 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 right or remedy hereunder.



My commission expires

Notary Public
JANUARY 19 90

Given under my hand and official seal this 19th day of JANUARY 19 90
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 THEIR free and voluntary act for the uses and purposes therein set forth

THE UNDERSIGNED ANTHONY SEDIVY, A BACHELOR AND CARMELA A. SEDIVY, DIVORCED AND NOT SINCE REMARRIED a notary public in and for said county and state, do hereby certify that
State of Illinois COOK County ss.

Signature of Borrower
ANTHONY SEDIVY
CARMELA A. SEDIVY

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

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 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, including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus 38,200.00
(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 requested 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) Offset. 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 crossclaim, or by all 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 or 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 Non-disclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make a loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any 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 Lenders 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; can 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 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.