APR 0 2 1990

MORTGAGE

90145543

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

SINCE REMARRIED therein "Borrower"), and	March 1990 (A KATERINA XYNOS, DIVORCED AND NOT the Mortgagee, Household Bank f.s.b.	
using under the bays of U.S.A. whose ad	, a corporation organized and diress is 1400 N Gannon Drive	
existing under the laws of U.S.A whose ad Hoffman Estates, IL 60194	(herein "Lender").	
The following pragraph preceded by a checked box is appli-		
X WHEREAS, 'sor rower is indebted to Lender in the prine which indebtedness is evidenced by Borrower's Loan Repayment and extensions and renewals thereof (herein "Note"), providing frate specified in the Note (herein "contract rate") (including any rate if that rate is variable) and other charges payable at Lender's and not sooner paid, due and pay (b) 2 on3/29/05	t and Security Agreement dated 32.29.790 for monthly installments of principal and interest at the adjustments to the amount of payment or the contract ddress stated above, with the balance of the indebtedness.	
WHEREAS. Borrower is indebted to Lender in the print thereof as may be advanced pursuant to borrower's Revolving I extensions and renewals thereof therein Noton, providing for pathe Note therein "contract rate") including any adjustments to the variable, providing for a credit limit stated in the principal sum above	Loan Agreement dated and ayments of principal and interest at the rate specified in the amount of payment or the contract rate if that rate is and an initial advance of \$;	• •
TO SECURE to Lender the repayment of the in lebtedness, with interest thereon at the applicable contract rate or cluding any rate if that rate is variable) and other charges; the payment of all of herewith to protect the security of this Mortgage; and the performance on the contract of the performance of the perform		5.4.5.5.4.1(16.6)
Tax Identification Number: 07-21-408-	01.6	
Lot 119 in Timbercrest Woods Unit No. Southeast 1/4 of Section 21 and the So in Township 41 North, Range 10, East o in Cook County, Illinois.	uthwest 1/4 of Section 22 both f the Third Principal Meridian,	c
	DEPT-01 RECORDING \$15 04/202 THAN 1597 04/02/90 15:54:	
00	# 834 # Et #-90-14554	
d	COUR COUNTY RECORDER	
P	IPW REAL ESTATE	
32057 123	LUAN SERVICES	
(*)	SU171 #1015 100 N. Lesalle	
	CHICAGO, IL 60602	
	15ms	•
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which has the address of 333 Bramble Lane, Street Illinois 60193 (herein "Property Address") and is the Borrower's address. (Zip Code)

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 for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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.

47.

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applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification

which has priority over this Mortgage. condemnation of other taking of the Property, or part thereof, or for conveyance in heu of condemnation, are hereby assigned 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's 8. Inspection, Legider may make or cause to be made reasonable entries upon and inspections of the Property, provided

this paragraph 7 shall require Lender to meur any expense or take any action hereunder.

Any amounts disbursed by Lender pursuant to this paragaph 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. Mothing contained in

fees, and take such action as is necessary to protect Lender's interest.

Lender' орноп, ироп понее то Воггоwer, инду пнаке such appearances, disburse such sums, including recsonable атогледs' or it any action or proceeding is commonced which materially affects Lender's interest in the Property, then Lender, at 7. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage,

planned unit development, and constituent documents. creating or governing the condomination planned unit development, the by laws and regulations of the condominium or 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 leasehold. If this Mortgage is on a leasehold. If this Mortgage of a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the covenants

6. Preservation and Maintenance of Property; Leascholds; Condominiums; Planned Unit Developments. Borrower shall secured by this Mortgage

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 lepair of the Property or to the sums

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice of loss if not made promptly by Borrower.

in the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof ซธิเธอเมิดเม. พิเมเ ซ ซุ๋เดิม พิมัตุม มีขอ bajotitž oz ci. เมเร ฟูเดินโซเซิต สุเดิ บิซิทเ ซิ บุเดีย bojicies ซิทตุ เดิมธิพิมเติม ซิกมิอต (ค. ตุเมะ อยู่ ขิมริ มิเดินโซเซิต qacq อยู่ ณิตร จอดนสร that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender shall have to Lender and shall include a standard mortgage clause in favor of ord in a form acceptable to Lender Lender shall have

against loss by fire, hazards meluded within the term "externed 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,

5. Hazard Insurance, Borrower shall keep the improvengence now existing or hereafter erected on the Property insured Kur ji 'sjuo punori jo

any mortgage, deed of trust or other security agreen on with a tien which has priority over this Mortgage, including Borrower's coverants to make payments and other charges, but impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments out impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments of the property which may attain a priority over this Mortgage, and leasehold payments of the property of the property which may attain a priority over this Mortgage, and leasehold payments of the property of the property of the payments of the pay 4. Prior Mortgages and Deed of France Charges; Liens, Borrower shall perform all of Borrower's obligations under and then to the principal.

or remote stant not be under any accessary to make up the dedicioney in one or more payments as Lender may required by to I ender any account necessary to make up the dedicioney in one or more payments as Lender may required by to payment in full of all or all under paragraphs of I ereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall promptly refund to Borrower any funds held by Lender shall application at the time of application at a credy against the sums secured by this Mortgage.

3. Application of Payments, All payments received by Lender under the More and paragraphs I and 2 hereof shall be upplied by Lender by Lender under the language of application of Payments, and of an example to Lender under the More and paragraphs I and 2 hereof shall be upplied by Lender first in payment of an example to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal the due dates of 12 are, assessments, assurance premiums and ground rents, shall exceed the amount regulred to pay said promptly repaid to be are or credited to florrower or monthly installments of Funds. If the amount of the Funds held promptly repaid to be or credited to florrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be ufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower of not a fight stand stand to ennemberent elimination on the first solution of the fight stands of the fight of the fight

cognigatioM with ad boar 20, same offered to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additioned for the Funds showing credits and debits or applicable has requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest to be? and makes assessments, institute premiums and ground rents, Lender may not charge for so holding and applying or guaranteed by a Federal or state agency uncluding Lender if Lender is such an institution). Lender shall apply the Funds

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured makes such payments to the holder of a prior mortgage or deed of trist if such holder is an institutional lender. estimates thereof. Borrower shall not be obligated to make such payments of Funds to Leuder to the extent that Borrower assessments. If anyt which may attain priority over this Mortgage and ground rents on the Property, if anyt plus one-twellth of yearly premium installments for mortgage insurance, plus one-twellth of yearly premium installments for mortgage insurance, if any, all as reasonable seasonable and reasonable if any. "Funds") equal to one-twelfth of the yearly taxes and assessments fincluding condominium and planned unit development

the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein 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 prompilly 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

1. Payment of Principal and Interest at Variable Rates, This mortgage secures all payments of principal and interest UNIFORM COVENANTS. Borrower and Lender coverant and agree as follows:

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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. Any Borrower who co-signs this Mortgage, but does not execute the Note, tal 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 to agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, 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 thi 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 to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" less" 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 after recordation hereof.

15. Rehabilitation Loan Agreement, Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other han 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 Borrowe 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 ta) 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 tenarit, 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 y here the spouse or children of the Borrower become an owner of the property, ign a transfer resulting from a decree of discolution 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 dispos (io) p'escribed in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferce. 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 obeselerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provine 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 e. domand on Borrower, invoke any remedies permitted

by paragraph 17 hereof.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 herec, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when are 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 lete the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or brore the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judiciar 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 de dare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose the 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 Reinstate, 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 enfo ce this Mortgage discontinued at any time prior to entry of 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 of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes 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 Rents; 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 Mo.	rtgage.
	Coll Dals
$\overline{C}\overline{A}'$	THY DIAMAN TAKOS, "Borrower
	Kalozaljus
A/3	K/A KATERINA XYNOS Borrower
STATE OF ILLINOIS, McHenry	County ss:
I. Gordona Ottens a Notary Public i	n and for said county and state, do hereby certify that
CATHY DIAMANTANOS A/K/A KATERINA XYNOS	S, DIVORCED AND NOT SINCE REMARRIED
personally known to me to be the same person(s) whose name(s)	15 subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that free volu-	s he signed and delivered the said instrument as intary act, for the uses and purposes therein set forth.
Given under my hand and official field # 29th	n Mamah CO
Given under my hand and official seal, inc. 2901	day of March . 1990 .
My Commission expires: 1–11–94 "CHILIAL STAL" GOEDANA OTTEMS Heavy Peblic, place of Places My Commission Expires 1/11/94	Soudana Attina. Notary Public
Howehold Finance 961 Weiger Dr. Elinhurst, IL	Pir Clark's Office