

# UNOFFICIAL COPY

MAIL TO:  
HOUSEHOLD FINANCE CORPORATION LLC  
6/0 ADMINISTRATIVE SERVICES  
961 WEIGEL DRIVE  
P.O. BOX 8635  
ELMHURST, IL 60126

90173850 | *7/4/17* Prepared by:  
**PATRICIA GOMEZ**  
(Name)

APR 17 1990 961 WEIGEL DRIVE ELMHURST, IL 60126  
(Address)

## MORTGAGE

**90173850**

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 10th day of APRIL, 1990, between the Mortgagor, **PATRICIA A. REID**, AN UNMARRIED WOMAN (herein "Borrower"), and the Mortgagee, **HOUSEHOLD FINANCE CORPORATION LLC**, a corporation organized and existing under the laws of DELAWARE, whose address is 6821 W. 159TH STREET, TINLEY PARK, IL 60477 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$NA, which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated NA 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 NA.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 26,000.00 or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 4/10/90 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 \$ 26,000.00.

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:

TAX PARCEL NUMBER: 28-14-205-025

LOT 188 IN FIRST ADDITION TO COUNTRY AIRE ESTATES BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING t15.25  
T99999 TRIN 2433 04/17/90 16:19:00  
\$6006.4 G 4-50-173850  
COOK COUNTY RECORDER

TRW REAL ESTATE  
LOAN SERVICES  
SUITE #105  
100 N LASALLE  
CHICAGO, IL 60602

**90172850**

which has the address of 15314 CHERRY LANE, MARKHAM  
(Street) (City)  
Illinois 60426 (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.

*15 Mail*

**UNOFFICIAL COPY** A WORKSHEET OF THE PRACTICE TEST FOR THE MARYLAND STATE HIGH SCHOOL ALGEBRA I EXAM

(ii) Borrower shall keep record of the time for payment of instalment of principal and interest by debenture holder under Rule 4A of the Rules of the Company.

9. **Complaints:** The proceeds of any award or claim for damages, direct or consequential, in connection with this Agreement, shall be paid to the lessee, subject to the terms of any mortgage, deed of trust or other security agreement which has priority over this Agreement.

that learner shall give Borrower notice of cause to any such inspec<sup>1</sup>tion specifically requested upon and inspections of the property, provided in paragraphs ten through fifteen of this instrument.

any amount or number of other persons in this paragraph, / without interests interposed, in the commercial sense, such become additional indebtedness of Borrower accrued by this paragraph, / unless Borrower and Lender agree to other terms of payment, such become such amounts shall be payable upon notice from Lender to Borrower demanding payment thereof, Noticing contained in this paragraph, / shall require Lender to take any action or take any expense or make any expenditure.

or if any action or proceeding is commenced which materially affects Lenders' interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appropriate sums, including reasonable attorney fees, and take such action as is necessary to protect Lender's interests.

planned with broad-based and sustainable development, the by-laws and regulations of the condominium or community to govern the common areas and shared resources among the residents.

If the Property is abandoned by Borrower, or if it Borrower fails to respond to Lender within 30 days from the date notice is served 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 in Lender's option either to restoration of the Property or to the sum(s) specified by Lender for this Disbursement.

In the event of loss, broader coverage will give preference to the insurance carrier and underwriter, whereas narrower coverage will give preference to the lessor.

The insuperable barrier preventing the insurance shall be chosen by borrower subject to approval by Lender; provided, that such application shall not be unreasonably withheld. All insurance premiums and renewals shall be paid by borrower to Lender.

of ground funds, if any.

4. Prior Mortgagors and Lenders of Trust Certificate Lien. Borrower shall perform all of Borrower's obligations under any instrument or agreement with any prior mortgagor or lender.

3. Application of Payments. All payments received by Lender under the Note and packages shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender.

taxes, assessments, or service premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either paid to Borrower or credited to his account with the tax collector or other authority making the assessment.

of the Funds and applicable law permits, under or to make such a charge; Borrower and Lender may agree in writing at the time of execution of this Master Agreement that the Funds shall not be paid to Borrower until such time as the Funds have been disbursed to the Borrower by the Lender.

or guaranteed by a Federal agency including Lender if such an institution has accepted its accounts or securities of Lender to receive funds to lend to Lender.

makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hereinafter referred to as "dues") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit developments, if any) which may accrue over this Mortgagor and profound rents on the Property, if any, plus one-twelfth

1. Payments of Principal and Interest At Variable Rates. This note obliges securitizes all payments of principal and interest due on a variable rate loan. The contract will pay all amounts due under the Note.
2. Funds for Taxes and Expenses. Subject to applicable law, the Noteholder will have the right to deduct from the Noteholder's payment of principal and interest any amount necessary to pay taxes and expenses.

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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, (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, 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 (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 to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" 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 after recordation hereof.

15. Rehabilitation Loan 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 children of the Borrower become 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 transferee 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.

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

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, 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 a setoff 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 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 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 enforce 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 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 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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Property of Cook County Clerk's Office

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

STATE OF ILLINOIS, COOK  
County ss:

PATRICIA A. REID, AN UNMARRIED WOMAN  
I, DEBRAH S. HANSEN, a Notary Public in and for said county and state, do hereby certify that  
personally known to me to be the same person(s) whose names(s) IS subscribed to the foregoing instrument,  
apparently before me this day in person, and acknowledged that S. he signed and delivered the said instrument as  
free voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 10th day of April, 1990.

Notary Public  
Debrah Hansen  
My Commission Expires  
May 20, 1993  
Officer's Seal

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

PATRICIA A. REID  
Gatwick Reid

IN WITNESS WHEREOF, Borrower shall pay all costs of recording, if any.

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 recording, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

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