

UNOFFICIAL COPY

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This instrument was prepared by:

PATRICIA GOMBZ

(Name)

MAIL TO:
HOUSEHOLD FINANCE CORPORATION **APR 2 4 1990**
c/o ADMINISTRATIVE SERVICES
961 WEIGEL DRIVE
P. BOX 8635
ELMHURST, IL 60126

961 WEIGEL DRIVE, ELMHURST IL 60126
(Address)

MORTGAGE

90186617

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 21st day of April 1990
between the Mortgagor, MELVIN J. TOMCZKO AND CHRISTINE A. TOMCZKO, HIS WIFE,
AS JOINT TENANTS (herein "Borrower"), and the Mortgagee,
HOUSEHOLD BANK F.S.B., a corporation organized and
existing under the laws of UNITED STATES whose address is 6655 CERMAR ROAD
BERWYN IL 60402 (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. \$ _____ which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated _____ 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 _____

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 27,000.00 or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 4/21/90 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 \$ 10,000.00

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

TAX PARCEL NUMBER: 16-30-400-013

DEPT. OF RECORDS & CLERK
\$15.25
\$50.00
#5181 # * -90-186617
COOK COUNTY RECORDER

LOT 33 IN BLOCK 1 IN WALTER G. MCINTOSH'S OAK PARK AVENUE ADDITION, BEING A SUBDIVISION OF THE NORTH 3/4 (EXCEPT THE SOUTH 20 ACRES) OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LaSALLE
CHICAGO, IL 60602

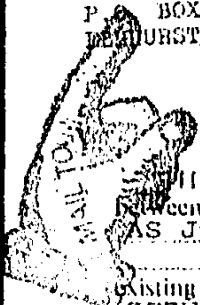
-90-186617

which has the address of 2627 S OAK PARK AVENUE BERWYN
(Street) (City)
Illinois 60402 (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 (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 Mar



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1. Payment of Principal and Interest at Variable Rates. This 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. Borrowers shall promptly 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 the day monthly payments of principal and interest are 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 be levied over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus a one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays funds to Lender, the funds shall be held in an institution (the depository or accounts of which are insured or guaranteed by a Federal or state agency including Lender) if Lender is such an institution. Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the funds, and Lender shall not be liable for any error in the application of the funds. Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents, until the amount of the funds held for the purpose of paying such taxes, assessments, insurance premiums and ground rents is exhausted. If the amount of the funds held for the purpose of paying such taxes, assessments, insurance premiums and ground rents is exhausted, Lender shall promptly repay to Borrower or credited to Borrower, or applied to Borrower on a monthly installment basis, the amount of the funds held for the purpose of paying such taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either applied to the payment of principal or to the payment of interest on the mortgage. Lender shall give to Borrower, without charge, an annual accounting of the funds held for the purpose of paying such taxes, assessments, insurance premiums and ground rents and shall promptly pay to the holder of the funds for which each debt to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by Lender, together with the future monthly installments of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either applied to the payment of principal or to the payment of interest on the mortgage. Lender shall promptly repay to Borrower or credited to Borrower, or applied to Borrower on a monthly installment basis, the amount of the funds held for the purpose of paying such taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either applied to the payment of principal or to the payment of interest on the mortgage. Lender shall give to Borrower, without charge, an annual accounting of the funds held for the purpose of paying such taxes, assessments, insurance premiums and ground rents and shall promptly pay to the holder of the funds for which each debt to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

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

4. Prior Mortgages and Deed of Trust; Charges; Liens. 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 but not limited to taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and household payments to ground rents, if any.

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, 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 and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice 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 repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Easements; 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 condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, including but not limited to the by-laws and regulations of the condominium or planned unit development, and consistent documents.

7. Protection 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.

Any amounts disbursed by Lender pursuant to this paragraph 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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, for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

11. Successors in Interest. Any foreclosure by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or prejudice to any other right or remedy hereunder.

12. Assignment. This mortgage shall be assignable by Lender in whole or in part to any assignee of Lender, and the assignee shall be deemed to have assumed all obligations of Lender hereunder.

13. Entire Agreement. This mortgage, together with the Note, constitute the entire agreement between Borrower and Lender, and supersede all other agreements, oral or written, between Borrower and Lender.

14. Governing Law. This mortgage shall be governed by the laws of the State of California.

15. Notices. All notices required by this mortgage shall be given to the party to whom such notice is directed at the address set forth in the Note, or to the last address known to the other party.

16. Waiver. Borrower hereby waives any and all rights to demand a copy of this mortgage and to demand a copy of the Note.

17. Acknowledgment. Borrower acknowledges that he or she has read this mortgage and the Note, and understands the contents thereof.

18. Signature. This mortgage is executed and delivered by Borrower and Lender as of the date first written above.

19. Counterparts. This mortgage may be executed in counterparts, each of which shall be deemed to be a copy of this mortgage, and all of which together shall be deemed to constitute one and the same agreement.

20. Binding Agreement. This mortgage shall be binding on the parties hereto and their heirs, assigns, personal representatives, successors in interest, and assigns.

21. No Oral Modification. This mortgage cannot be modified or amended orally.

22. Severability. If any provision of this mortgage is held to be unenforceable, the remaining provisions shall survive.

23. Assignment of Benefits. Borrower assigns to Lender all benefits under any insurance policy covering the Property.

24. No Right of Redemption. Borrower acknowledges that there is no right of redemption in the Property.

25. No Right of Refusal. Borrower acknowledges that there is no right of refusal in the Property.

26. No Right of First Refusal. Borrower acknowledges that there is no right of first refusal in the Property.

27. No Right of Pre-emption. Borrower acknowledges that there is no right of pre-emption in the Property.

28. No Right of Purchase. Borrower acknowledges that there is no right of purchase in the Property.

29. No Right of Occupancy. Borrower acknowledges that there is no right of occupancy in the Property.

30. No Right of Use. Borrower acknowledges that there is no right of use in the Property.

31. No Right of Possession. Borrower acknowledges that there is no right of possession in the Property.

32. No Right of Title. Borrower acknowledges that there is no right of title in the Property.

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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 recording 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 execute and deliver to Lender the information required by Lender to evaluate the transferee as if a new loan were being made. ~~Notwithstanding the foregoing, Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower's obligations with respect to such sale or transfer.~~

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 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 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.

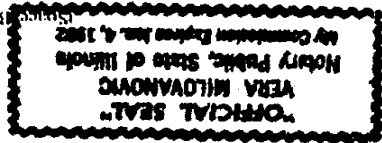
19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 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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UNOFFICIAL COPY

Property of Cook County Clerks Office



Stamp Below This Line (Reserved For Lender and Recorder)

Notary Public

Vera Kholodovna

My Commission expires: 1/4/92

Given under my hand and official seal, this 26th day of April, 1992

appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

personally known to me to be the same persons (whose names) ABX subscribed to the foregoing instrument.

MELVIN J. TOMCZKO AND CHRISTINE A. TOMCZKO, HIS WIFE, AS JOINT TENANTS

STATE OF ILLINOIS, Cook County ss:

CHRISTINE A. TOMCZKO Borrower

Christine A. Tomczko

MELVIN J. TOMCZKO Borrower

Melvin J. Tomczko

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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.

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