

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:
JESSE AUSTIN
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7078
PASADENA, CALIFORNIA 91109-7078

MAIL TO
90329338

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1213836-8

This Mortgage, made this 28th day of JUNE, 1990, between
RICK ROOMBOS, A BACHELOR AND KEVIN TYNAN, MARRIED TO SUSAN A. TYNAN

herein called BORROWER, whose address is 1866 NORTH DAMEN AVENUE

CHICAGO
(city)

IL
(state)

(number and street)

60647
(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:

LOT 28 IN BLOCK 5 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2104 NORTH DAMEN AVENUE, CHICAGO, IL. 60647

PTN: 14-31-131-026-0000

DEPT-01 RECORDING \$15.25
TW444 TRAN 5553 07/10/90 10:15:00
#6161 # D * -70 329338
COOK COUNTY RECORDER

90329338

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to (a) 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 \$ 95,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of JULY 10, 2020 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is 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 lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth. (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

Hand letter c-305216-C3 Jo-200

Handwritten initials

90329338

(1) Construction or improvement. To complete in good and workmanlike manner any building or improvement or repair thereof which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic, lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding: (a) to complete the same work and to complete the proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or material unsatisfactory to Lender within fifteen (15) days after written notice from Lender of such fact which notice may be given to Borrower by certified mail, sent to his last known address, or by personal service of the same; and (e) to perform all other obligations of Borrower under any agreement relating to such property.

(2) Repair and maintenance of property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to foreign promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, but not limited to, damage from terms and earth movement; to lay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property, to comply with all law affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon, not to commit a nuisance or permit any act upon such property in violation of law; to cultivate, irrigate, fumigate and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content as by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such existing insurance policy shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to Lender and pay the premium therefor. Lender shall not be charged with obtaining or maintaining such insurance or for the collection of any insurance monies or for any indebtedness of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unexpired premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale and hereunder pursuant to the foreclosure of this Mortgage.

(4) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premium thereon as to which Borrower shall be in default and any amount so paid may be secured hereby.

(5) Taxes and Other Liens Due. To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special taxes affecting such property; (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amounts become due; (1) all encumbrances, charges and liens, with interest on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior to, the mortgage, fees and expenses of this Mortgage whether or not described herein; (2) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor; at the time when such request is made; (4) any other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower; (5) if such property includes a leasehold estate, all obligations and demands of the Borrower or his successors in interest under the terms of the instrument or instruments creating such leasehold; and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions or any other instrument. Should Borrower fail to make any such payment, Lender without condition or contesting the validity or amount thereof, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or date of such property, or the availability of any exemption to which Borrower is or may be entitled.

In the event of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the law for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, as to affect this Mortgage, the holder of this Mortgage and of the joint tenancy which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days written notice to be given to Borrower by Lender, provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) Impoundment. To pay to Lender, if Lender shall so request in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rent or other obligations secured by this Mortgage (hereinafter referred to as "such obligations") for the purpose of establishing a fund to insure payment of the due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower, he shall pay such obligations as the same become due or delinquent. Borrower shall pay to Lender, upon its demand, such additional sums as may be necessary to discharge an obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest except as required by law. Lender may pay such obligations whether before or after they become due and payable, in the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid to Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impound accounts as are required by law.

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise; (a) for injury or damage to such property, or (b) in connection with any condemnation, for public use or injury to such property, or (c) for injury or damage to such property, or (d) in connection with any condemnation for public use or injury to such property, or any part thereof, shall be paid to Lender, as hereafter assigned and shall be paid to the lender, or in connection with the same, or in connection with the transaction insured by the loan secured hereby, at the option of Lender, may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine, or without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. (8) Ligation. Borrower shall defend this suit in any action or proceeding to affect such property or not to affect such property, and shall be liable for all costs and expenses of defense, including reasonable attorney's fees, and for all costs and expenses of Lender, including costs of evidence of title, in any action or proceeding in which Lender by virtue of being made a party defendant) or otherwise, and irrevocably, and irrevocably, or whether the interest of Lender in such property or power thereunder may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any all brought by Lender to foreclose this Mortgage. (10) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold. Borrower also agrees not to amend, change, or modify the leasehold interest, or the terms on which it is granted, or the terms on which it is obtained.

03623635

11-11-03

11-11-03

(11) Payment Charge. Should any note or obligation secured hereby require Borrower to pay such fee to the extent permitted by applicable law, notwithstanding the fact that Borrower shall have

defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby 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, without obligation so to do and without notice to or demand upon Borrower and without releasing

Borrower from any obligation hereof, and without releasing Borrower from any obligation hereof, may, at its option, release

and to each extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such

purpose; (b) pay, purchase, control or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or

superior hereto; and (c) 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 herein 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 hereby.

(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 such person.

(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 secured hereby, in respect of the maturity date specified in any note or agreement evidenc-

ing 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, whether voluntarily or involuntarily or otherwise such property or any part thereof, or suffers his title or any interest therein

to be divested, whether voluntarily or involuntarily or otherwise such property or any part thereof for a term of more than 3 years, or changes 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 substances or any mineral or other kind or character on such property; or (b) Borrower is a partnership and the interest of

a general partner is assigned or transferred; or (c) Borrower is a corporation and more than 25% of the corporate stock thereof is sold,

transferred or assigned during a 12 month period; or (d) Borrower is a trust and there is a change of beneficial interest with respect to more

than 25% of such property; or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain

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 Waiver by Action. Notwithstanding any right under this Mortgage shall be effective unless in writing. Waiver by Lender

5029338

