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90364821 This instrument was prepared by:

MAIL TO:
HOUSEHOLD FINANCE CORPORATION III
c/o ADMINISTRATIVE SERVICES
961 WEIGEL DRIVE
P.O. BOX 8635
ELMHURST, IL 60126

PATRICIA GOMEZ _____
(Name)

90364821

761 WEIGEL DRIVE, ELMHURST IL 60126
416641 (Address)

MORTGAGE

JUL 30 1990

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 26th day of JULY, 1990, between the Mortgagor, EUGENE YOUNG, A BACHELOR (herein "Borrower"), and the Mortgagee, HOUSEHOLD BANK, F.S.B., a corporation organized and existing under the laws of UNITED STATES, whose address is 4054 W. NORTH AVENUE CHICAGO IL 60632 (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. \$ 10,400.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated JULY 26, 1990 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 July 26, 1995.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 10,400.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated JULY 26, 1990 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 \$ 10,400.00.

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: 16-01-314-007

90364821

DEPT-01 RECORDING \$16.25
165999 TRAN 2328 07/30/90 11:49:00
90364821 G **-90-364821
COOK COUNTY RECORDER

SEE EXHIBIT A:

320541231
TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N LASALLE
CHICAGO, IL 60602

which has the address of 907 N. SACRAMENTO
(Street)
Illinois 60622 (Zip Code) (herein "Property Address") and is the Borrower's address.

CITY: CHICAGO

(City)

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 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.

16 May

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10. Borrower Not Released; Forbearance by Lender Not a Waiver; Extension of the Time for Payment of Indebtedness of the Units Secured by this Mortgage Granted by this Mortgagor to the Successor in Interest of Borrower Shall Not be Required to Release, in Any Manner, the Lability of the Original Borrower and Borrower's Successor to Repay the Indebtedness of the Units Secured by this Mortgage in Accordance with the Terms and Conditions of This Mortgage.

9. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of other property, or part thereof, or for conveyance in lieu of condemnation, in connection with any

In appropriate circumstances, such as where it is necessary to do so under law or regulation, or to prevent serious harm to others, a lender may make a disclosure prior to any such inspection specifically reasonable cause (hereafter referred to as "lenders that lenders shall brief").

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

7. Protection of Leander's Security: If Leander fails to perform the covenants and agreements contained in this Mortgage, Leander, at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums, including reasonable attorneys' fees and take such action as is necessary to protect Leander's interests.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice of loss is made promptly by Borrower,

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment to the trustee in trust which has priority over this Mortgage.

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 unreasonable withheld. All insurance premiums and renewals thereof shall be in a form acceptable to the insurance carrier providing the insurance shall be chosen by Lender; provided,

at the time of application as a credit against the sums secured by this Mortgage.

If the amount of the future monthly installments of funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of funds, if the amount of the funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require, shall pay the amount so paid to Lender to his Mortgagee, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the property is sold or the property is otherwise acquired by Lender, Lender shall pay to Lender the amount accrued by Lender for all taxes secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender.

If Borrower pays Funds to Lender in an institution the deposits of which are insured by the Federal Deposit Insurance Corporation or a state agency (including Lender if Lender is such an institution) Lender shall apply the premiums and taxes to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the funds, and paying said amounts to Lender in accordance with the terms of this Note.

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.

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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 in any other transfer or disposition prescribed 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 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 unimpeded. 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 Clerks Office

Space Below This Line Reserved for Endorse and Kept Open

ELIZABETH CASTRO
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires: 11/20/2012

Given under my hand and affidavit seal this 26th day of July, 1999.

Elizabethe Castro
Notary Public
Cook County, Illinois

I, ELIZABETH CASTRO, 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) IS subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free voluntary act, for the uses and purposes herein set forth.

ELIZABETH CASTRO
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires: 11/20/2012

BUERGEN YOUNG, A BACHELOR
I, ELIZABETH CASTRO, 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) IS subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free voluntary act, for the uses and purposes herein set forth.

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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EXHIBIT "A"

LEGAL DESCRIPTION:

(Type Legal Description in this Space)

Property of Cook County Clerk's Office

LOT 18 IN BLOCK 13 IN CARTER'S SUBDIVISION OF BLOCKS 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 16 AND LOTS 2, 4 AND 5 OF BLOCK 17 ALL IN CARTER'S SUBDIVISION OF BLOCK 1, 2, 3, 4 AND 7 OF CLIFFORD'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4), EAST OF THE THIRTY PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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