

MAIL TO

UNOFFICIAL COPY

Household Finance Corporation  
C.C. Administrative Services  
981 Wexel Drive  
P.O. Box 6639  
Chicago, IL 60639

This instrument was prepared by:  
Margaret Cogfield  
4054 W North Ave  
Chicago, IL 60639

91605245

MORTGAGE

DEPT-01 RECORDING \$15.00  
1:2222 TRAN 2157 11/18/91 13:01:00  
#1592 B \*--91-605245  
EQUITY RECORDER

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 15 day of November 19 91  
between the Mortgagor, Henry Grimaldo and Maria Grimaldo, his wife, as joint  
tenants therein "Borrower", and the Mortgagee, Household Bank, F.S.B.,  
a corporation organized and existing under the laws of United States, whose address is 4054 West North Avenue,  
Chicago, IL 60639 therein "Lender"

The following paragraph preceded by a checked box is applicable:

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 31,499.22  
and indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated November 15, 1991  
and extensions and renewals thereof therein "Note", providing for monthly installments of principal and interest at the  
rate specified in the Note therein "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,  
principal and interest, due and payable on November 15, 2006

WHEREAS Borrower is indebted to Lender in the principal sum of \$ N/A or so much  
interest as may be advanced pursuant to Borrower's Revolving Loan Agreement dated N/A and  
extensions and renewals thereof therein "Note", providing for payments of principal and interest at the rate specified in  
the Note therein "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 \$ N/A

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: 13-55-306-010

Lot 12 in S. Delamater's subdivision of the North 430 (cc) of the East 1/2  
of the North East 1/4 of the South West 1/4 of section 35, Township 40 North,  
range 15, East of the third principal meridian, in Cook County, Illinois.

which has the address of 1943 North Monticello Chicago Illinois 60647 (therein "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

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COOK County Clerk's Office  
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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

- 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, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus 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.
- 3. Funds for Taxes and Insurance.** If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits 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, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits for the sums secured by this Mortgage.
- 4. Prior Mortgages and Deed of Trust Charges.** Lender 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 Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property when a priority over this Mortgage, and leasehold payments on 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. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided 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 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.
- 6. Preservation and Maintenance of Property; Leaseholds; 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, the by-laws and regulations of the condominium or planned unit development, and constituent 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.
- 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, or 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 preclude the exercise of any such right or remedy.

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11. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The covenants and agreements herein contained shall bind the Borrower, his heirs, assigns, personal representatives, successors, and assigns of Lender and Borrower, subject to the provisions of paragraph 12 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who is a cosigner on this Mortgage shall be deemed to have agreed to this Mortgage only to mortgage, grant and convey to Lender the Property to Encumber under the terms of this Mortgage. He is not personally liable on the Note or on this Mortgage, and his covenants with Lender under the terms of this Mortgage do not extend, modify, vary or supplement the covenants with Lender under the terms of this Mortgage of the Note, without that Borrower's consent in writing. *Borrower is not liable on this Mortgage for the Borrower's interest in the Property.*

12. **Notice.** Lender may give notice to Borrower in any legally allowable form of communication, in any notice to Borrower provided in this Mortgage, shall be given by leaving 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 if mailed by certified mail, it shall be mailed to Lender's address, state or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice mailed to Lender in this Mortgage shall be deemed to have been received by Borrower on the date of mailing 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 to Encumber is located. No choice of law or venue shall limit the applicability of Lender's law to this Mortgage. *Even if a choice of law or venue clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not prevent the enforceability of this Mortgage or the Note which can be given effect without the conflicting provision, and this Mortgage and the Note shall be enforceable 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 recording of this Mortgage.

15. **Rehabilitation Loan Agreement.** Borrower, until a date of Borrower's completion under any home rehabilitation, improvement or repair 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, and benefits which Borrower may have against parties who supply labor, materials or services in connection with improvements 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 to the grantee of a first or second mortgage subordinate to this Mortgage, (by a transfer by devise, descent, or by operation of law, or by the operation of an automatic lease grant of any leasehold interest of three years or less not containing an option to purchase, or by the purchase of a purchase money security interest for household appliances, or a transfer to a relative resulting from the death of a Borrower, or a transfer where the spouse or children of the Borrower become an owner of the property, or a transfer resulting from a divorce, dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, or which the spouse of the Borrower becomes an owner of the property, or 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 any other transfer or disposition as described in regulations prescribed by the Federal Home Loan Bank Board. Borrower shall provide substantial 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 ENFORCEMENT 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 and to bring a motion to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be 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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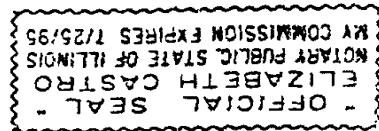
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Property of Cook County Clerk's Office

(Space Below This Line Reserved For Lender and Recorder)



My Commission Expires

Elizabeth Castro  
Notary Public

I, Elizabeth Castro, a Notary Public in and for said county and state, do hereby certify that Henry Grimaldo and Maria Grimaldo, his wife, as joint tenants personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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. Given under my hand and official seal, this 15 day of November, 1991.

STATE OF ILLINOIS, COOK County ss:

IN WITNESS WHEREOF, Borrower has executed this Mortgage.  
Henry Grimaldo  
Borrower  
Maria Grimaldo  
Borrower

Federal law.

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