

# UNOFFICIAL COPY

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This instrument was prepared by:

MUNEEM SIDDIQUI

(Name)

961 WEIGEL DRIVE ELMHURST, IL 60126

(Address)

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

## MORTGAGE

OFFICE NO. 414041

X IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 31ST day of MAY, 19 91, between the Mortgagor, GEORGE H. GENTES AND KATHLEEN GENTES, HIS WIFE, IN JOINT TENANCY (herein "Borrower"), and the Mortgagee, HOUSEHOLD BANK, F.S.B., a corporation organized and existing under the laws of UNITED STATES, whose address is 1400 N. GANNON DRIVE, HOFFMAN ESTATES, IL 60194 (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. \$ N/A, which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated N/A, 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 N/A;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 24,100.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 5/31/91, 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 \$ 5,184.00;

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: 07-19-403-008

LOT NUMBER 86 IN WEATHERSFIELD WEST UNIT 1, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS, ON MARCH 29, 1978 AS DOCUMENT NUMBER 24381158 IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$15.29  
T#1111 FRN #561 06/04/91 11:39:00  
\$6703 & A-91-266780  
COOK COUNTY RECORDER

32075842  
TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LaSALLE  
CHICAGO, IL 60602

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which has the address of 128 MENDON LANE SCHAUMBURG  
(Street) (City)  
Illinois 60193 (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.

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10. Borrower Not Responsible; Forbearance by Lender Not a Waiver. Extension of the time for payment of any sums secured by this Mortgagor by Lender to any Successor in interest of Borrower shall not operate to release any Mortgagor from liability to pay such sums to Lender.

9. **Consequential damages**, The proceeds of any award or claim for damages, direct or consequential, in connection with any conductuation of other trials by Plaintiff, or prior to trial, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Plaintiff, subject to the terms of any mortgage, deed of trust or other security agreement which has priority over this Mortgagor.

6. Inspection: Landlord may make or cause to be made reasonable entries upon and inspections of the property, provided that Landlord shall give Borower notice prior to any such inspection specifically regarding reasonable cause to inspect.

Any assignments distributed by Leander pursuant to this paragraph, will liee contractual rates, shall become additional indebtedness of Borrower secured by this Mortgage, unless Borrower and Leander agree to other terms of payment, such amounts shall be payable upon notice from Leander to Borrower requesting payment in full. Noticing contained in this paragraph shall not require Leander to incur any expense or take any action hereunder.

7. Protection of Leender's Security. If Borrower fails to perform the covenants and affirmative covenants contained in this Mortgage, or if any action is commenced which makes it necessary to proceed in equity to recover money due under the Note, Leender, at its option, upon notice to Borrower, may make such appropriate disbursements such as costs, including reasonable attorney fees, and take such action as is necessary to protect Leender's interests.

6. Preservation and Maintenance of Properties: Leaseholds; Conditional Leases; Planned Unit Developments; and Condominiums.

If the retrospective is abandoned by Borrower, or if Borrower fails to respond to Lender's notice is included by Lender in Borrower's insurance coverage, Lender is entitled to receive up to 30 days from the date of Lender's notice to collect unpaid premiums at Lender's option either to reparation or repayment of the premium paid by Lender to this Mortgagor.

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

5. Llazard Insurance, Dorrower 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.

any nonnegligible, except for trusts or other securities which have priority over this Mortgage, including Borrower's conveyants to make payments when due. Borrower shall pay all taxes, assessments and other charges, fines imposed by law which may attach to the property priorly over this Mortgage, and leasehold payments or ground rents, if any.

and then to the principal.

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

11. Borrower shall pay premiums, insurance premiums and ground rents. Lender is such an institution the depositor or account holder of which are insured 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 said assessments and bills, unless Lender pays Borrower interest on all the Funds and applicable law permits such a charge. Borrower and Lender may agree in writing at the time of acquisition of this Mortgagable property that the Funds shall be paid to Borrower, and unless such agreement is made on the Funds and the purpose for which each debited to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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 ("Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may actually fall on the property and ground rents on the property, if any, plus other expenses of year-end premium installments for hazard insurance, plus other expenses of yearly premium installments for mortgage insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills reasonably estimated by Lender.

1. Payment of Principal and Interest at Variable Rates. This section of principal and interest payments.

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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:

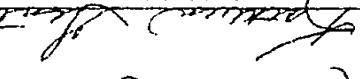
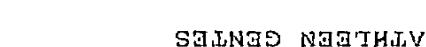
17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in 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 assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and/or 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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IN WITNESS WHEREOF, Borrower has executed this Message.  
  
GEORGE H. GENTLES .. [Signature]  
  
KATHLEEN GENTLES .. [Signature]  
.. [Signature]  
IN THE STATE OF ILLINOIS, COOK COUNTY ss:  
.. [Signature]

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, who shall pay all costs of recordation, if any.

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