

UNOFFICIAL COPY

MAIL TO
BOX 283

THIS INSTRUMENT PREPARED BY:
J. H. HARTIG
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 80015
CITY OF INDUSTRY, CALIFORNIA 91716-0015

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

92540058

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1463403-4

This Mortgage, made this 21st day of JULY, 1992, between
ESKHIRIA Z. GILYANA AND SARA D. GILYANA, HUSBAND AND WIFE

herein called BORROWER, whose address is 2224 WEST BERWYN
(number and street)

CHICAGO, IL (State) 60625 (Zip Code)

, and

and HOME SAVINGS OF AMERICA, FSB, a corporation herein called LENDER, whose address is 4900 Rivergrade Road, Irwindale,
California 91708.

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as
follows:

LOT 51 IN SAM BROWN, JR.'S 59TH STREET SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

COMMONLY KNOWN AS 2232 WEST BERWYN, CHICAGO, IL. 60625

PTN: 14-07-106-023 VOL. 475

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DEPT-01 RECORDING \$27.00
T#6666 TRAN #692 07/23/92 11:08:00
#5078 * -92-540058
COOK COUNTY RECORDER

206/65PT

Property of Cook County Clerk's Office

25700

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, dish washing, garbage disposal
or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and draper 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 \$ 120,000.00 with interest thereon, according to the terms of a promissory
note of even date herewith and having a final maturity date of JULY 20, 2032 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 execu-
tion 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.

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10 TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:
(1) Construction or Improvements. To complete in good and workmanlike manner any building or improvement or repair relating
(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or
(3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such
(4) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or
(5) Taxes and Other Liens Due. To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special
(6) Impositions. To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance
(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such
(8) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender
(9) Litigation. Borrower shall defend this trust in any action or proceeding brought to affect such property whether or not it affects
(10) Lien hereon. Pursuant to this Mortgage, Lender shall have a lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for
(11) Discharge of Property. To keep such property in good condition and repair, not to substantially alter, remove or
(12) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or
(13) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such
(14) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or
(15) Taxes and Other Liens Due. To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special
(16) Impositions. To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance
(17) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such
(18) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender
(19) Litigation. Borrower shall defend this trust in any action or proceeding brought to affect such property whether or not it affects
(20) Lien hereon. Pursuant to this Mortgage, Lender shall have a lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for

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1. **Prepayment Charge.** The Borrower shall pay to the Lender a prepayment charge on any prepayment of principal or interest on this Mortgage. The amount of such prepayment charge shall be determined by the Lender and shall be set forth in the schedule of payments hereunder.

2. **Failure of Borrower to Comply with Mortgage.** In the event the Borrower fails to make any payment of principal or interest on this Mortgage as provided herein, the Lender shall have the right to declare this Mortgage in default and to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to sell the property mortgaged hereunder and to apply the proceeds of such sale to the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper. The Lender is authorized to enter upon the property for such purpose and to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

3. **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** The Lender shall, upon demand, advance to the Borrower the sums advanced to the Borrower under this Mortgage. The Lender shall be entitled to charge interest on the sums advanced to the Borrower and to add the same to the principal amount of the indebtedness, and shall have a lien in respect thereof upon the property mortgaged hereunder.

4. **Application of Funds.** In the event the Borrower fails to make any payment of principal or interest on this Mortgage as provided herein, the Lender shall have the right to apply the proceeds of any sale of the property mortgaged hereunder to the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

5. **Obligation of Borrower Joint and Several.** The obligations of the Borrower under this Mortgage shall be the joint and several obligations of the Borrower.

6. **Acceleration Clause: Right of Lender to Declare All Sums Due on any To-wit, Etc.** In the event the Borrower fails to make any payment of principal or interest on this Mortgage as provided herein, the Lender shall have the right to declare all sums due on this Mortgage as provided herein and to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper. The Lender is authorized to enter upon the property for such purpose and to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

7. **No Waiver by Lender.** The Lender shall not be deemed to have waived any of its rights under this Mortgage by its failure to exercise any of its rights under this Mortgage or by its failure to enforce the payment of the principal and interest on this Mortgage or by its failure to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

8. **Mortgage as to the Property.** This Mortgage shall be a lien in respect of the property mortgaged hereunder and shall have the same priority as the mortgage which it replaces.

9. **Right to Collect and Foreclose.** The Lender shall have the right to collect the principal and interest on this Mortgage and to foreclose thereon in accordance with the provisions of this Mortgage and to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

10. **Such Note.** The Lender shall not be deemed to have waived any of its rights under this Mortgage by its failure to exercise any of its rights under this Mortgage or by its failure to enforce the payment of the principal and interest on this Mortgage or by its failure to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

11. **Waiver of Statute of Limitations.** The Lender shall not be deemed to have waived any of its rights under this Mortgage by its failure to exercise any of its rights under this Mortgage or by its failure to enforce the payment of the principal and interest on this Mortgage or by its failure to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

12. **Appointment of Receiver.** The Lender shall have the right to appoint a receiver to collect the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

13. **Waiver of Statute of Limitations.** The Lender shall not be deemed to have waived any of its rights under this Mortgage by its failure to exercise any of its rights under this Mortgage or by its failure to enforce the payment of the principal and interest on this Mortgage or by its failure to take any action which the Lender may deem proper to enforce the payment of the principal and interest on this Mortgage and to pay the costs of such sale and to pay the costs of this Mortgage and to pay the costs of this Mortgage in such manner and on such terms as the Lender may deem proper.

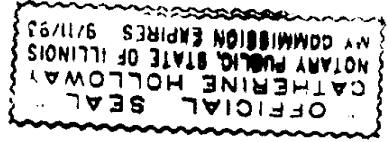


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LOAN NO. 1463403-4

Box 283



My commission expires: 9-11-93

Given under my hand and official seal, this 21st day of January, 1993

Personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act for the uses and purposes therein set forth.

ESKHIRIA Z. GILYANA AND SARA D. GILYANA, HUSBAND AND WIFE

State of Illinois Cook County ss.

Signature of Borrower
ESKHIRIA Z. GILYANA
SARA D. GILYANA

Borrower requests that a copy of any notice of default and a notice of sale hereunder be mailed to borrower at the address hereinafter set forth.

25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver in writing such further additional information as required by Lender relating to any of such financial statements.

26) Governing Law; Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings banks. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

27) Offset. No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender, and in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

28) Misrepresentation or Non-disclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of a material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

29) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property.

30) Notice to Borrower. Any notice to the Borrower provided for in the note or the Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

31) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of the Mortgage and shall not be used in construing it.

32) Adjustable Rate Mortgage Provisions. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

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