

UNOFFICIAL COPY

WHEN RECORDED MAIL TO
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 60015
CITY OF INDUSTRY, CALIFORNIA 91716-0015

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

92546948

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1464685-6

This Mortgage, made this 17th day of JULY, 1992, between

CAROLYN A. HOOKER, DIVORCED AND NOT SINCE REMARRIED

DEPT-01 RECORDING \$27.50
T4444 TRAN 3438 07/27/92 13:30:00
\$4278 : D N-92-546948
COOK COUNTY RECORDER

herein called BORROWER, whose address is 1669 LINDEN ROAD

(number and street)

HOMEMOOD
(city)

IL
(state)

60430
(zip code)

.and

and HOME SAVINGS OF AMERICA, FSB, a corporation herein called LENDER, whose address is 4900 Rivergrade Road, Irwindale, California 91706.

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

LOT 23 IN GLADVILLE'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MAIN STREET (EXCEPT THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1669 LINDEN ROAD, HOMEMOOD, IL. 60430

PTN: 29 31 407 001

P. 92-02216

92546948

2750
[Signature]

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 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 \$ 75,200.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of AUGUST 10, 2022 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 of the loan secured hereby or any part thereof; (5) The performance of each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property; (6) 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; (7) 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; (8) 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; (9) 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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THIS DOCUMENT IS UNOFFICIAL. IT IS NOT TO BE USED FOR OFFICIAL PURPOSES. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. IT IS NOT TO BE DISTRIBUTED OUTSIDE THE OFFICE OF THE SECRETARY OF DEFENSE.

1. **Loan of Leasehold Estate:** Borrower agrees to convey with this instrument a leasehold estate in the premises to Lender for the term and conditions set forth herein.

2. **Assignment of Proceeds of any Insurance Policy, Condemnation or other Recovery:** The amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

3. **Condemnation and Injury to Property:** In the event of any condemnation or injury to the property, the amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

4. **Assessments:** Borrower shall be responsible for the payment of all assessments levied against the property.

5. **Taxes and Other Charges:** Borrower shall be responsible for the payment of all taxes and other charges levied against the property.

6. **Life and Health Insurance:** Borrower shall maintain life and health insurance on the life of the mortgagor.

7. **Fire and Casualty Insurance:** Borrower shall maintain fire and casualty insurance on the property.

8. **Repair and Maintenance of Property:** Borrower shall maintain the property in good condition and repair.

9. **Construction of Improvements:** Borrower shall not construct any improvements on the property without the prior written consent of Lender.

10. **Agreement to the Mortgage:** Borrower agrees to the terms and conditions of this mortgage.

11. **Assignment of Proceeds of any Insurance Policy, Condemnation or other Recovery:** The amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

12. **Condemnation and Injury to Property:** In the event of any condemnation or injury to the property, the amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

13. **Assessments:** Borrower shall be responsible for the payment of all assessments levied against the property.

14. **Taxes and Other Charges:** Borrower shall be responsible for the payment of all taxes and other charges levied against the property.

15. **Life and Health Insurance:** Borrower shall maintain life and health insurance on the life of the mortgagor.

16. **Fire and Casualty Insurance:** Borrower shall maintain fire and casualty insurance on the property.

17. **Repair and Maintenance of Property:** Borrower shall maintain the property in good condition and repair.

18. **Construction of Improvements:** Borrower shall not construct any improvements on the property without the prior written consent of Lender.

19. **Agreement to the Mortgage:** Borrower agrees to the terms and conditions of this mortgage.

20. **Assignment of Proceeds of any Insurance Policy, Condemnation or other Recovery:** The amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

21. **Condemnation and Injury to Property:** In the event of any condemnation or injury to the property, the amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

22. **Assessments:** Borrower shall be responsible for the payment of all assessments levied against the property.

23. **Taxes and Other Charges:** Borrower shall be responsible for the payment of all taxes and other charges levied against the property.

24. **Life and Health Insurance:** Borrower shall maintain life and health insurance on the life of the mortgagor.

25. **Fire and Casualty Insurance:** Borrower shall maintain fire and casualty insurance on the property.

26. **Repair and Maintenance of Property:** Borrower shall maintain the property in good condition and repair.

27. **Construction of Improvements:** Borrower shall not construct any improvements on the property without the prior written consent of Lender.

28. **Agreement to the Mortgage:** Borrower agrees to the terms and conditions of this mortgage.

29. **Assignment of Proceeds of any Insurance Policy, Condemnation or other Recovery:** The amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

30. **Condemnation and Injury to Property:** In the event of any condemnation or injury to the property, the amount of any proceeds of any insurance policy, condemnation or other recovery shall be paid to Lender.

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(24) Future Advances. The 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.

75,200.00

(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) **Offsets.** 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 crossclaim, 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 Nondisclosure.** 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 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 this 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 this 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 50% of the original principal indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREIN ABOVE SET FORTH

Signature of Borrower

Carolyn A. Hooker
CAROLYN A. HOOKER

State of Illinois

Cock

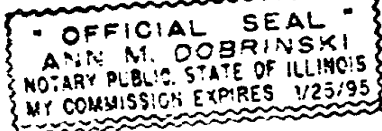
County ss:

I, Ann N. Dobrinski, a notary public in and for said county and state, do hereby certify that CAROLYN A. HOOKER, DIVORCED AND NOT SINCE REMARRIED

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

Given under my hand and official seal, this 17th day of July, 1992

My commission expires:



Ann N. Dobrinski
Notary Public

92546948

LOAN NO. 1464685-5

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Property of Cook County Clerk's Office

1. **Prepayment Charge.** Should any late or obligation secured by this mortgage be prepaid in whole or in part, the lender shall be entitled to a prepayment charge of one percent (1%) of the principal amount of the loan being prepaid. This charge shall be in addition to any other charges or fees that may be applicable. The prepayment charge shall be payable at the time of the prepayment.

2. **Failure of Borrower to Comply with Mortgage.** Should the borrower fail to comply with the terms and conditions of this mortgage, the lender shall be entitled to declare the entire principal amount of the loan immediately due and payable. The lender shall also be entitled to pursue any other remedies available to it under applicable law.

3. **Mortgage of First Priority.** The mortgage shall be a first priority mortgage on the property described herein. It shall be subject to any existing mortgages or liens that are recorded in the public records of Cook County, Illinois, prior to the recording of this mortgage.

4. **Acceleration Clause: Right of Lender to Declare All Sums Due on Any Transfer.** Etc. Lender shall have the right at its option to declare all sums due on this mortgage if the borrower transfers, conveys, assigns, or otherwise disposes of the property or any interest therein, or if the borrower dies, or if the borrower becomes bankrupt or insolvent, or if the borrower is a party to any legal proceedings that may affect the property or the mortgage.

5. **Obligation of Borrower Joint and Several.** The obligations of the borrower under this mortgage shall be joint and several. Each borrower shall be bound by the actions of any other borrower, and each borrower shall be bound to pay the entire amount of the debt.

6. **Application of Funds.** The lender shall have the right to apply any payments made by the borrower to the principal amount of the loan, and to the interest on the loan, in the order specified herein. The lender shall also be entitled to apply any payments to the payment of any taxes, assessments, or other charges that may be levied against the property.

7. **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** The borrower shall be responsible for the payment of any sums advanced by the lender for the purpose of paying taxes, assessments, or other charges that may be levied against the property. These sums shall be added to the principal amount of the loan and shall bear interest from the date of advance.

8. **Waiver of Subrogation.** The borrower hereby waives its right of subrogation in favor of the lender. This waiver shall apply to any claims that the borrower may have against any third party, including any insurance carrier, that may be related to the property or the mortgage.

9. **Entire Agreement.** This mortgage shall constitute the entire agreement between the parties with respect to the loan described herein. No oral agreement, understanding, or other communication shall be binding on the parties if it is not reflected in this mortgage.

10. **Severability.** If any provision of this mortgage is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

11. **Assignment.** The lender may assign its rights and obligations under this mortgage to any third party without notice to the borrower. The borrower shall remain bound to the lender or its assignee.

12. **Notices.** All notices required by this mortgage shall be in writing and shall be delivered to the borrower at the address set forth herein. Notices to the lender may be delivered to the lender's office or to the lender's attorney.

13. **Recording.** The parties agree that this mortgage shall be recorded in the public records of Cook County, Illinois. The recording of this mortgage shall be a condition precedent to the lender's obligation to advance the loan.

14. **Counterparts.** This mortgage may be executed in counterparts, each of which shall be deemed to be an original copy of this mortgage, and all of which when taken together shall be deemed to constitute one and the same agreement.

15. **Electronic Signature.** The parties agree that the use of electronic signatures shall be deemed to be the same as the use of handwritten signatures.

16. **Waiver of Privity.** The lender shall not be liable for the actions of its employees, agents, or independent contractors.

17. **Choice of Law.** This mortgage shall be governed by the laws of the State of Illinois.

18. **Waiver of Jury Trial.** The parties agree that any dispute arising out of this mortgage shall be resolved by arbitration, and that the parties waive their right to a jury trial.

19. **Assignment of Rights.** The borrower assigns to the lender all of its rights and interests in the property, including any right of redemption, and any right to sue or be sued in connection with the property.

20. **Entire Agreement.** This mortgage shall constitute the entire agreement between the parties with respect to the loan described herein.