

MORTGAGE

THIS MORTGAGE is made this 17th day of September, 1992 Charles Yacob ,and Jane Yacob ,h/w, joint tenants

between the Mortgagor,

(herein "Borrower"), and the Mortgagee, The Money Store|Illinois, Inc. a corporation organized and existing under the laws of ILLINOIS whose address is 2010 Algonquin Rd. Ste. #207 Schaumburg, Illinois 60173 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$23,800.00 which indebtedness is evidenced by Borrower's note dated September 17, 1992 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2002 .

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; 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 City of Arlington Heights, Cook County

State of Illinois: DEPT-01 RECORDING \$29.50 T8111 TRAN 6836 09/21/92 12:58:00 46337 9 2 212-696599 COOK COUNTY RECORDER

IC13856

PARCEL 2: THAT PART OF LOT ONE HUNDRED FOURTEEN IN C.A. GOETZ'S ARLINGTON HEIGHTS GARDENS (HEREINAFTER DESCRIBED) DESCRIBED AS FOLLOWS-BEGINNING AT A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 114, 100 FEET SOUTHWESTERLY OF THE MOST NORTHERLY CORNER THEREOF; THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF LOT 114, 192.33 FEET ACROSS A LINE TO A POINT ON THE NORTHEASTERLY LINE OF LOT 114, 77 FEET NORTHWESTERLY, OF THE NORTHEASTERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ON A LINE FORMING A RIGHT ANGLES WITH THE NORTHEASTER LINE OF LOT 114, 60 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE 990 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 114; THENCE WEST ON SAID LINE 390 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 114, 238.57 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE 300 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY LINE OF LOT 114; THENCE NORTHWESTERLY ON SAID LINE, 300 FEET SOUTHEASTERLY OF AND PARRALLEL TO THE NORTHWESTERLY LINE OF LOT 114, 212.63 FEET MORE OR LESS TO THE PLACE OF BEGINNING (114) IN C.A. GOETZ'S ARLINGTON

Being the same premises conveyed to the Borrower by deed of George B. Scrambling and Elyse Scrambling, h's wife dated the 28th day of September, 1987, recorded on the in Book of Deeds, page 3654791, in the Cook County Recorder's Office, and which has the address of 839 East Charles Arlington Heights, Illinois 60004 (herein "Property 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written 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 (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.

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Loan Number: 023-002-00017020-8

## SCHEDULE A TO MORTGAGE

Dated: September 17, 1992

Mortgagor: Charles Yacob ,and Jane Yacob ,h/w, joint tenants

Mortgagee: The Money Store\Illinois, Inc.

HEIGHTS GARDENS, BEING A SUBDIVISION OF THE NORTHEASTERLY QUARTER  
(1/4) OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE  
THIRD PRINCIPAL MERIDIAN.

P.I.N. 03-20-212-011

Said Premises Known as: 839 East Charles  
Arlington Heights, Illinois 60004

BEING the same premises conveyed to the mortgagor by deed dated  
September 28, 1987 , filed , in the Recorder's Office  
of the County of Cook in Book , page 3654791 .

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Property of Cook County Clerk's Office

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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.

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 first class 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 first class 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 recording 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 or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**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 covenant 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, court costs, 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; and (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

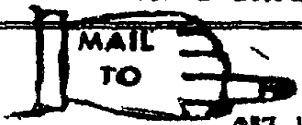
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DATE: September 17, 1992  
The Money Store/Ilinois, Inc.  
an Illinois Corporation  
- TO -  
Jane Jacob  
Charles Jacob

Authorized Signature  
by:  
You to cancel the name of record.  
The within Mortgage having been  
satisfied, we hereby authorize and direct  
of  
County:  
To the  
Dated:

MORTGAGE CANCELLATION RECORDING DATA



(Space Below This Line Reserved for Lender and Recorder)

2010 ALGONQUIN RD. #207  
SCHALMERSBURG, IL 60178

THIS INSTRUMENT PREPARED BY Law Office of F.J. Wrenn, Attorney at Law

"OFFICIAL SEAL"  
Frederick J. Wrenn  
Notary Public, State of Illinois  
My Commission Expires 9/2/95

Law Office of F.J. Wrenn  
Notary Public/Attorney at Law

On this 17th day of September, 1992 before me, the subscriber, personally appeared Charles Jacob, and Jane Jacob, joint tenants who, I am satisfied, are the person(s) named in and who executed the within instrument, and thereupon they acknowledged that they did examine and read the same and did sign the foregoing instrument as their free act and deed, for the purposes therein expressed. In Witness Whereof, I have hereunto set my hand and official seal.

State of Illinois, Cook County SS:

Jane Jacob - Borrower

Witness

Charles Jacob - Borrower

Witness

Law Office of F.J. Wrenn

Signed and Delivered  
in the Presence of:

Borrower and Lender Request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under superior encumbrance and of any sale or other foreclosure action. IN WITNESS WHEREOF, Borrower has executed this Mortgage.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.  
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall cancel discharge 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.

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