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COOK COUNTY
ILLINOIS

1992 OCT 14 PM 3:17

92764407

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1481649-0

This Mortgage, made this 30th day of SEPTEMBER, 1992 , between

PAULA JO BOYLE, DIVORCED AND NOT SINCE REMARRIED

DJ

herein called BORROWER, whose address is 5630 WEST PERSHING ROAD
(number and street)

CICERO
(city)

IL
(state)

60650
(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:

THE WEST 5 FEET OF LOT 16 AND ALL OF LOT 17 IN BLOCK 23 IN 4TH ADDITION TO BOULEVARD MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF PARK AVENUE OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5630 WEST PERSHING ROAD, CICERO, IL. 60650

PTN: 16-32-430-064

Lot#92764407

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, dishwashing, 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 \$ 65,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of OCTOBER 10, 2022 made by Borrower, payable to Lender or order and all modifications, extensions or renewals thereof; (2) Payment of such sum 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 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; (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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[REDACTED]

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Prepayment Clause. Subsection 11, concerning prepayment of the note, provides that the note may be prepaid at any time by the Borrower, without notice or other requirement, and that the note will be paid in full when so prepaid. The note further provides that the note will be paid in full when the principal balance due thereon has been paid in full.

Failure of Borrower to Comply with Mortgagage. Subsection 12 provides that if the Borrower fails to comply with any of the covenants or conditions contained in the Mortgagage, the Lender may declare the note to be due and payable in full, notwithstanding that the note has not yet reached the maturity date. The note further provides that if the Borrower fails to pay the principal and interest when due, the Lender may declare the note to be due and payable in full, notwithstanding that it may be in arrears or otherwise in default under the terms of the note or the Mortgagage. The note further provides that if the Borrower fails to pay the principal and interest when due, the Lender may declare the note to be due and payable in full, notwithstanding that it may be in arrears or otherwise in default under the terms of the note or the Mortgagage.

Guys Advanced to Bear Interest and To Be Added to Indebtedness. Subsection 13 provides that if the Borrower fails to pay the principal and interest when due, the Lender may add any amount advanced by the Lender to the principal balance of the note, and the note will then bear interest on the total amount of the note plus the amount advanced by the Lender.

Acceleration Clause; Right of Lender to Declare All Sum Due and Payable. Subsection 14 provides that if the Borrower fails to pay the principal and interest when due, the Lender may declare all sums due and payable on the note, and the note will then bear interest on the total amount of the note plus the amount advanced by the Lender.

Waiver of Marshalling of Assets. Subsection 15 provides that the Lender waives the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 16 provides that the Borrower waives the right to assert that the note is joint and several in nature.

Waiver of Subrogation of Each Noteholder. Subsection 17 provides that the Borrower waives the right to assert that the note is subrogated to the rights of each noteholder.

Waiver of Acceleration Clause; Right of Lender to Declare All Sum Due and Payable. Subsection 18 provides that the Borrower waives the right to assert that the note is subject to acceleration clauses, and the note will then bear interest on the total amount of the note plus the amount advanced by the Lender.

Waiver of Marshalling of Assets. Subsection 19 provides that the Borrower waives the right to assert that the Lender has the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 20 provides that the Borrower waives the right to assert that the note is joint and several in nature.

Waiver of Subrogation of Each Noteholder. Subsection 21 provides that the Borrower waives the right to assert that the note is subrogated to the rights of each noteholder.

Waiver of Marshalling of Assets. Subsection 22 provides that the Borrower waives the right to assert that the Lender has the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 23 provides that the Borrower waives the right to assert that the note is joint and several in nature.

Waiver of Subrogation of Each Noteholder. Subsection 24 provides that the Borrower waives the right to assert that the note is subrogated to the rights of each noteholder.

Waiver of Marshalling of Assets. Subsection 25 provides that the Borrower waives the right to assert that the Lender has the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 26 provides that the Borrower waives the right to assert that the note is joint and several in nature.

Waiver of Subrogation of Each Noteholder. Subsection 27 provides that the Borrower waives the right to assert that the note is subrogated to the rights of each noteholder.

Waiver of Marshalling of Assets. Subsection 28 provides that the Borrower waives the right to assert that the Lender has the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 29 provides that the Borrower waives the right to assert that the note is joint and several in nature.

Waiver of Subrogation of Each Noteholder. Subsection 30 provides that the Borrower waives the right to assert that the note is subrogated to the rights of each noteholder.

Waiver of Marshalling of Assets. Subsection 31 provides that the Borrower waives the right to assert that the Lender has the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 32 provides that the Borrower waives the right to assert that the note is joint and several in nature.

Waiver of Subrogation of Each Noteholder. Subsection 33 provides that the Borrower waives the right to assert that the note is subrogated to the rights of each noteholder.

Waiver of Marshalling of Assets. Subsection 34 provides that the Borrower waives the right to assert that the Lender has the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 35 provides that the Borrower waives the right to assert that the note is joint and several in nature.

Waiver of Subrogation of Each Noteholder. Subsection 36 provides that the Borrower waives the right to assert that the note is subrogated to the rights of each noteholder.

Waiver of Marshalling of Assets. Subsection 37 provides that the Borrower waives the right to assert that the Lender has the right to marshal the assets of the Borrower in the event of a default.

Waiver of Right of Borrower Joint and Several. Subsection 38 provides that the Borrower waives the right to assert that the note is joint and several in nature.

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LOAN NO. 1481649-0

IN COMPLIANCE WITH
THE PURCHASE AGREEMENT
MADE ON THIS DAY OF FEBRUARY
TWO THOUSAND EIGHTY NINE
BY THE SELLER AND PURCHASER
JOHN R. TAYLOR
NOTARIAL SIGNATURE
STATE OF ILLINOIS
COOK COUNTY
NOTARY PUBLIC

NOTARY PUBLIC

, 1992.

20th day of

RECORDED BY JOHN R. TAYLOR, NOTARY PUBLIC, IN THE SAME INSTRUMENT AS THE FOREGOING INSTRUMENT, PREVIOUSLY APPENDED BEFORE THE SAME INSTRUMENT AS THE FOREGOING INSTRUMENT, AND PURCHASED THEREIN AS THE SAME INSTRUMENT AS THE FOREGOING INSTRUMENT.

WITNESS: JOHN R. TAYLOR, NOTARY PUBLIC, WHO IS A MEMBER OF THE BAR OF THE STATE OF ILLINOIS.

County of

State of Illinois

WITNESS: JOHN R. TAYLOR, NOTARY PUBLIC

COOK COUNTY, ILLINOIS

NOTARY PUBLIC