

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

223 Arlene Patrik
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

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

92784137



Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

Loan No. 1490975-8

This Mortgage, made this 15th day of October, 1992, between

Gregory M. Wymer and Patricia S. Wymer, Husband and Wife

herein called BORROWER, whose address is

10228 Hibiscus Drive
(number and street)

Orland Park
(city)

IL
(state)

60462
(zip code)

, and

and HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

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

Lot 27 in Block B in Orland Hills Gardens Unit No. 2, being a subdivision of the part of the Southwest 1/4 of Section 9, and part of the North 1/2 of the Northwest 1/4 of Section 16, Township 35 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

92784137

Commonly Known as 10228 Hibiscus Drive Orland Park, IL. 60462

PIN: 27 09 309 032

DEPT-01 RECORDING \$27.50
T04444 TRAN 9453 10/21/92 16:07:00
\$2475 + D * - 92 - 784 137
COOK COUNTY RECORDER

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, sod, 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 \$ 85,500.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of October 20, 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, 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.

2750

FIRST AMERICAN TITLE INSURANCE

0F54389K

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:

(1) Completion of Improvements. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated hereby, to pay within due time all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic, lien agent or other person to place any claim against such property or to place any lien against such property...

(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any building thereon; to restore promptly and in good workmanlike manner any building which may be damaged or destroyed including, but not limited to, damage from fire, lightning and earth movements; to pay within due time all claims for labor performed and materials furnished in connection with such property...

(3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content by and such company, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants...

(4) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premium thereon as to which Borrower conveyed any or all such insurance to the foreclosing purchase of the Mortgage...

(5) Taxes and Other Liabilities. To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special taxes affecting such property; (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amount becomes due; (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to be, prior to or superior hereunto; (2) all costs, fees and expenses of this Mortgage whether or not described herein; (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law hereunder...

(6) Imposition. To pay to Lender, in addition to any other payments required hereunder, monthly advance installments, as determined by Lender, for taxes, assessments, interest, ground rent or other obligations secured by this Mortgage (hereinafter referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property; if the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower, to pay such obligations as the same become due or delinquent; Borrower shall pay to Lender, upon the demand, such additional amount as may be necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest...

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any other person in connection with any condemnation or injury to property, whether by way of judgment, settlement or otherwise; (a) for injury or damage to such property; (b) in connection with any condemnation or injury to property, or any part thereof, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with the lien hereon, purporting to affect the property, or any part thereof, and shall be paid to Lender within the time allowed by law hereon, including reasonable attorney's fees, may apply such proceeds to the sums secured by this Mortgage, to any deficiency under the Mortgage or may release any monies so received by it or any part thereof, as Lender may elect; Lender may elect, at its option, to proceed in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof; Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request...

(8) Disposition of the Proceeds of any Insurance Policy. Condemnation or other recovery, The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property, or any such amount, may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine, or without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be applied to Borrower, or any such amount, may be applied and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any action purporting to such notice. Litigation. Borrower shall defend this suit in any action or proceeding purporting to affect such property whether or not it affects the lien hereon, purporting to affect the lien hereon and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property; and Lender is hereby authorized, without obligation as to do, to prosecute or defend any such action, whether brought by or against Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Lender may appear or be available in any action or proceeding, and take any action thereon, as if it were a party to such action, and may advance such sums of money as it may deem necessary, whether or not Borrower or Lender appears, and may appear or be available in any such action, and may advance such sums of money as it may deem necessary, whether or not Borrower or Lender appears, and may appear or be available in any such action, and may advance such sums of money as it may deem necessary, whether or not Borrower or Lender appears, and may appear or be available in any such action...

(9) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold estate. Borrower also agrees not to amend, change, or modify the leasehold interest, or the terms on which the leasehold interest is granted, without the written consent of Lender, and to obtain the first obtained.

(10) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold estate. Borrower also agrees not to amend, change, or modify the leasehold interest, or the terms on which the leasehold interest is granted, without the written consent of Lender, and to obtain the first obtained.

(11) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold estate. Borrower also agrees not to amend, change, or modify the leasehold interest, or the terms on which the leasehold interest is granted, without the written consent of Lender, and to obtain the first obtained.

(12) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold estate. Borrower also agrees not to amend, change, or modify the leasehold interest, or the terms on which the leasehold interest is granted, without the written consent of Lender, and to obtain the first obtained.

(13) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold estate. Borrower also agrees not to amend, change, or modify the leasehold interest, or the terms on which the leasehold interest is granted, without the written consent of Lender, and to obtain the first obtained.

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(24) Future Advances. Upon receipt of Borrower's Lender at Lender's option prior to maturity of this Mortgage, may make Future Advances to Borrower. Such Future Advances, in the amount hereof, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus NONE

(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 thereon 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, inure 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 150% 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 HEREINABOVE SET FORTH.

Signature of Borrower

Gregory M. Wymer

GREGORY M. WYMER

Patricia S. Wymer

PATRICIA S. WYMER

State of Illinois

County as:

I, *The undersigned*
GREGORY M. WYMER AND PATRICIA S. WYMER, HUSBAND AND WIFE
a notary public in and for said county and state, do hereby certify that

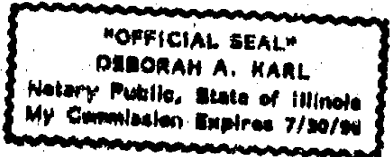
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *15th* day of *October*, 19*92*

My commission expires:

Deborah A. Karl

Notary Public



LOAN NO. 1490975-8

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