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MAIL TO

KAREEMMA. ALTAUI

House Help BANK

1400 N GANNON DRIVE

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HOFFMAN ESTATES, LTD.

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MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 30th day of October, 1992
between the Mortgagor, CHARLES W MARK AND TAMMI L MARK, MARRIED (IN JOINT TENANCY),
(herein "Borrower"), and the Mortgagee, HOUSEHOLD BANK,
f.s.b., a corporation organized and
existing under the laws of UNITED STATES, whose address 1400 N GANNON DRIVE,
HOFFMAN ESTATES, IL 60194 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ N/A, which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated N/A and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest at the rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on N/A.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$10,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 10/30/1992, and extensions and renewals thereof (herein "Note"), providing for payments of principal and interest at the rate specified in the Note therein ("contract rate") including any adjustments to the amount of payment or the contract rate if that rate is variable, providing for a credit limit stated in the principal sum above and an initial advance of \$1,000.00;

TO SECURE to Lender the repayment of the indebtedness, including any future advances, evidenced by the Note, with interest thereon at the applicable contract rate, including any adjustments to the amount of payment or the contract rate if that rate is variable; and other charges; 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 County of COOK, State of Illinois:

Tax Parcel Number .06-18-216-008

LOT 431 IN PARKWOOD UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE
NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF
RECORDED IN THE RECORDERS OFFICE ON MAY 16, 1973 AS DOCUMENT NUMBER 22327771.

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which has the address of 1125 PRICE DRIVE ELGIN, IL 60120
(Street)

Illinois _____ (herein "Property Address") and is the Borrower's address.
(Zip Code) _____

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 household estate if this Mortgage is on a household) 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.

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9. Condemednation or award of damages. The proceeds of any award or claim for damages, direct or consequential, in connection with any conduct shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement over this Mortgagor.

b. Imprecise, Leinster may make or cause to be made reasonable entries upon and imprecisions of the Property, provided that Leinster shall give Borrower notice prior to any such imprecise specification specifying reasonable cause therefor related to Leinster's interest in the Property.

such amounts shall be payable upon notice from Lender to Borrower requesting payment, unless Borrower and Lender agree to other terms of payment, additional indebtedness of Borrower secured by this Mortgage, unless Borrower and Lender agree to other terms of payment, or unless otherwise provided in this Paragraph, shall require Lender to incur any expense or take any action hereunder.

or of any action or proceeding is commenced which materially affects Lenters's interest in the Property, then Lenters, at his sole discretion, may take such action as is necessary to protect Lenters's interests.

7. Protection of Leander Security, LLC from certain risks to perform the conventions and arrangements made in this Memorandum of Understanding, and documentation, the by-laws and regulations under the Association or Corporation of Developers of the Leander community, the by-laws and regulations under the Association or Corporation of Borrowers of obligations under the Association or Corporation of Lenders.

6. Preservation and Maintenance of Property: Lessee shall be responsible for maintaining the Premises. Borrower shall secure by this Mortgagor.

If the property is abandoned by Borrower, or if Borrower fails to respond to a notice within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds as Lender's option either to restore or repair or to the sums collected by Lender and apply the insurance proceeds as Lender's option either to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds as Lender's option either to restore or repair or to the sums

the right to hold the policies and remedies it chooses, subject to the terms of any mortgage, deed of trust or other security agreement with a lessor which has priority over this mortgage.

5. Hazardous substances, by contrast, still keep the impulsive criterion's now critical grip on the Preparty insurmountable. Hazardous substances are standard mortgagors in a form accessible to lenders. Lenders shall have to lend and shall incur a standard mortgage clause in favor of the Preparty.

any money-angle, despite its first of other security agreements, within a term which has priority over this mortgage; including holder's compensation to make payments when due. Borrower shall pay of cause to be paid all taxes, assessments and other charges, fines and penalties attributable to the property which may attain a priority over this mortgage, and leasehold-purchases or ground rents, if any.

4. **Grant of Mortgagess** Borrower shall perform all of Borrower's obligations under the applicable Grant of Mortgages to Lender by Borrower under paragraph 2 hereof, when to interest, and when to the principal.

promulgated to recover or get rid of the amounts of funds, if the funds held by leaders shall not be sufficient to pay debts, associations must return the amounts received by leaders to leaders in full of the sums secured by this Mortgage, leader shall remain liable to recover any funds held by leaders to leaders in case of non-payment of debts.

If the amount of funds held by Landco together with future moneys receivable of funds payable prior to the due dates of taxes, assessments, leases, premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either assessed, assessed, leased, premium, ground rent, or paid over to pay said taxes, assessments, leases, premiums and ground rents, which exceed the amount required to pay said

The Funds and the Fund Manager shall have the right to require the Borrower to pay off the principal amount of the Fund and interest accrued thereon at any time prior to the due date of payment of the Fund, if the Borrower fails to make any payment when due or if the Borrower fails to observe any other term or condition of the Fund.

estimates of direct, Borrower shall not be obligated to make such payments of funds to Lender to the extent that Borrower makes such payments to its prior holder of a prior debt or to its successor holder in its institution.

This is equal to one-tenth of the energy which may be released in the fission of plutonium-239. If any plutonium-239 is present in the reactor, it will undergo fission and release energy. This energy can be used to heat water or to drive turbines which produce electricity.

the Note, Borrowers shall promptly pay when due all amounts required by the Note.

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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 certified 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 certified 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 acceleration 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. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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 covenants 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 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; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in 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.

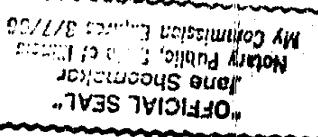
19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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(Space below this line for Lender and Borrower)



My Commission Expires:

Notary Public

Shoomaker

Given under my hand and official seal, this 30th day of OCTOBER 1882.

THE JUR. — free voluntary act, for the uses and purposes herein set forth,
appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as
personally known to be the same person(s) whose name(s) are subscribed to the foregoing instrument,
and acknowledged to the foregoing instrument,

(*Signature*), a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK County ss:

TAMMI L MARK

Borrower

CHARLES W. MARK

Borrower

Charles W. Mark

IN WITNESS WHEREOF, Borrower has executed this Mortgage
21. Waller of Homestered, Borrower hereby waives all rights of homestead accomplishment in the Property under state or
federal law.
22. Borrower shall pay all costs of recording, if any.
to Borrower, Borrower shall pay all costs of recording, if any.
23. Release, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge