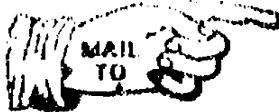


# UNOFFICIAL COPY

**THIS INSTRUMENT PREPARED BY:**



WITH RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 80016  
CITY OF INDUSTRY, CALIFORNIA 91716-0016

92923257

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

**Mortgage and Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN**

LOAN NO. 1498086-9

This Mortgage, under this 27th day of NOVEMBER, 1992  
BRUCE STENDER, A BACHELOR

borrowed called BORROWER, whose address is 2240 NORTH GREENVIEW, #206.

(number and street)

~~CHICAGO~~  
city

11.  
(seventy)

60614  
(ZIP code)

and

and HOME SAVINGS of AMERICA, USA, a corporation herein called LENDER, whose address is 4900 Rivergrove Blvd., Irwindale, California 91706.

• WHETHER THE BORROWER HERBY GRANTS, CONVEYS, MORTGAGES AND WARRANTS TO LENDER THE REAL PROPERTY LEGALLY DESCRIBED AS FOLLOWS:

UNIT 208, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN  
GREENVIEW PLACE CONDOMINIUM AS DEFINED AND REFINED IN THE DECLARATION RECORDED AS  
DOCUMENT NO. 1276542, IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1933 NORTH GREENFIELD, BOSTON, MASS., CHICAGO, ILL., 60614

TIME: 14:31 10-04-1012

MORTGAGEE MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE NO. 13 AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CORDOMINIUM.

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Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to all easements and rights of way appurtenant thereto, and to 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, heat, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other service, and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, canopies, 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 (e) all water and water rights (whether or not appurtenant) Borrower agrees to convey, save and deliver, from time to time, such further instruments as may be requested by Lender to confirm the title of this Mortgage on any such property. 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 right, income, shares, and profits of all property covered by this Mortgage.

#### **FOR THE PURPOSE OF SECURING**

(1) Payment of the sum of \$ 100,100.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of DECEMBER 10, 2012, made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof; (2) Payment of such sums as may be required, 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 or documents by Borrower relating to the loan amount hereby; (4) Performance, if this loan accrued 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 debting Borrower's right to possess to such property; (6) Compliance by Borrower, with each and every mandatory 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 60 days after such written request is made; (7) All 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 title, whether due or not, whether otherwise accrued 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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(24) **Future Advances.** Upon receipt of Borrower's demand, Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future advances will be promptly delivered to the Mortgagor 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 \$1,000.00.

(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 Non disclosure.** 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, in 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 or 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 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 HEREIN ABOVE SET FORTH.

Signature of Borrower

BRUCE STENDER

State of Illinois

Champaign

County sic:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that

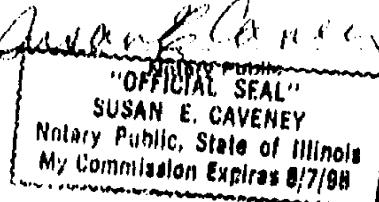
BRUCE STENDER, A BACHELOR

personally known to me to be the same person(s) whose name(s) BRUCE STENDER I, SUSAN E. CAVENEY, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the same instrument RE free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

27 day of November , 1992

My commission expires:



92923257

LOAN NO. 1495086-9

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(23) **WELFARE OR GRANTS OF LIMMITATIONS.** There is a lot of Borrower's obligations hereunder, and to the extent permitted by law, Borrower will have all present or future liability with respect to any debt demand or obligation hereby in any event, or by reason of any other circumstances, may be imposed in any case.

(22) **Appointement of Receiver.** In case of a mortgagee in possession or of a assignee, as the rights may be affected by the filing of a complaint to foreclose the property or by appointment of a receiver under section 16 of the Code of Civil Procedure, the property may be sold at auction or by sale under the direction of the court or by the receiver or by the mortgagee in possession or by the assignee.

(1) Right to Collect and Protect Personal Information and Any Other Property Right A debtor freely grants personal information to his creditor without any limitation with regard to collection and protection of such property right. Such and property right is exercisable by the creditor in any event, whether or not the debtor has been declared bankrupt or dissolved, merged or reorganized, and the creditor may exercise such property right in accordance with the law.

(18) Modification in Writing. This Addendum cannot be changed or modified except in software provided in this Mooring or by agreement in writing signed by Borrower or any successor to Borrower, and Lender.

of any right granted to Lender under this Mortgage as to any transaction or occurrence of which Lender may be informed by Borrower, shall forever be valid notwithstanding any statement made by Lender to the contrary.

(1) **Accession**: The transfer of any document or object from another source to the Museum, either by purchase, gift, loan, or otherwise.

(2) **Acquisition**: The transfer of any part of the property of any person, firm, or corporation to the Museum for its permanent collection.

(3) **Administrative Record**: Any record which describes the internal operations of the Museum.

(4) **Borrower**: The holder of the temporary right to use any object in the collection of the Museum.

(5) **Collection**: A group of objects which have been gathered together for the purpose of study, care, or display.

(6) **Conservation**: The preservation of any object in the collection of the Museum.

(7) **Curator**: The person in charge of any department of the Museum.

(8) **Deaccession**: The removal of any object from the collection of the Museum.

(9) **Donation**: The giving of any object to the Museum.

(10) **Exhibit**: Any object or group of objects displayed to the public.

(11) **Gift**: Any object given to the Museum without payment.

(12) **Inventory**: A record of all objects in the collection of the Museum.

(13) **Loan**: The temporary transfer of any object from the collection of the Museum to another institution.

(14) **Museum**: The institution which collects, preserves, displays, and distributes objects of historical, scientific, or artistic value.

(15) **Object**: Any item or group of items used or made by man.

(16) **Owner**: The person who has the right to use any object in the collection of the Museum.

(17) **Patron**: One who gives money or other aid to the Museum.

(18) **Purchase**: The acquisition of any object by the Museum through the payment of money.

(19) **Research**: The study of any object in the collection of the Museum.

(20) **Storage**: The keeping of any object in the collection of the Museum.

(21) **Temporary Exhibit**: An exhibit which is not part of the permanent collection.

(22) **Temporary Object**: An object which is not part of the permanent collection.

(23) **Temporary Storage**: The keeping of any object which is not part of the permanent collection.

(24) **Temporary Use**: The use of any object which is not part of the permanent collection.

(25) **Temporary Work**: The work of any object which is not part of the permanent collection.

(26) **Transfer**: The movement of any object from one place to another.

(27) **Visitor**: Any person who comes to see the exhibits of the Museum.

(15) **ORIGIN OF Borrower Joint and Separate** If more than one person is named as Borrower, each obligor shall be liable upon the obligation, jointly and severally, to the extent of his or her participation in the transaction.

(4-1) Application of Funds. Funds received by the Migratory Bird Council shall be used for the protection and promotion of migratory birds.

(1) **Summae Advocatae et ad Barum introductae et ad Topey Additae et ad Lideris Additae.** These were demanded or paid in the summa of fees or retainer fee, as may be stipulated or agreed upon between the parties, and before or during the service of process or performance of this marriage. Any such sum, until so expended, shall be accounted for by the party demanding it, and the other party shall be liable to him for the same.

applicable hereunder, and (c) in accordance with such power and authority expressly granted. Borrower agrees to copy any amount so expended on demand of Lender.

(1) **PERIODICALS**—Subscriptions to periodicals, including newspapers, magazines, and periodicals, are to be applied for by the head of the department concerned. Subscriptions to periodicals not required for the application of law, or to be used in connection with the administration of justice, may be made by the head of the department concerned, by his or her authority, and under such rules as may be prescribed by the head of the department concerned.