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COOK COUNTY, ILLINOIS
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THIS INSTRUMENT PREPARED BY:
CAROL JOHNSON
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 60015
CITY OF INDUSTRY, CALIFORNIA 91716-0015

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1606871-1

This Mortgage, made this 15th day of DECEMBER, 1992
KENNETH L. MAZIK AND GAYLE L. MAZIK, HUSBAND AND WIFE

, between 27 acr

herein called BORROWER, whose address is 18035 JOHN CHARLES DRIVE
(number and street)

ORLAND PARK
(city)

IL
(state)

60462
(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:

LOT 172 IN EAGLE RIDGE ESTATES UNIT TWO, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 18035 JOHN CHARLES DRIVE, ORLAND PARK, IL. 60462

PTN# 27 32 400 010 0000 PIQ

65173626

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 (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 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 rents, income, issues, and profits of all property covered by this Mortgage.

FOR THE PURPOSE OF SECURING:

- (1) Payment of the sum of \$ 160,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of DECEMBER 15, 2022, 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 this has 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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(23) **Waiver of Statute of Limitations.** Time is of the essence of this instrument with respect to any rights or demands or obligations hereunder and no extension or modification of time for performance shall be made except by written agreement of the parties.

SPeCIFIC ASSESSMENT OF OTHER LEAN WHICH MAY BE OR BECOME SUPERIOR TO THE LINE HEREFORE PROVIDED OR SUBSTITUTED FOR THE PURPOSES OF A JUDICIAL SALE, IF SO MUCH THEREOF AS MAY THEN BE ALLOCATED BY THIS MORTGAGEE.

other powers which may be necessary to effectuate such a purpose, and the members of Congress shall have the right to inspect every office, department, and place where the public monies are or may be employed, and to ascertain how they are disbursed; and the auditor general, controller, comptroller, and other officers of the public service, shall be subject to the same inspection.

whether the same person or persons in any, including the members of the household, have been occupied by such persons during the period of such ownership.

(22) Application for Reconsideration of the decision of the Commission in accordance with Article 14 of the Convention.

Second, the legal expenses incurred in defending all such terms as are mentioned in this paragraph exceed all the costs and expenses incurred under the terms hereof contained in the leasehold interest of lessors, as their rights may appear.

(or) close up whether or not actually commanded; (c) preparatory to the departure of any vessel bound for foreign ports; (d) any officer in command of any vessel bound for foreign ports; (e) any officer in command of any vessel bound for foreign ports; (f) any officer in command of any vessel bound for foreign ports; (g) any officer in command of any vessel bound for foreign ports; (h) any officer in command of any vessel bound for foreign ports; (i) any officer in command of any vessel bound for foreign ports; (j) any officer in command of any vessel bound for foreign ports; (k) any officer in command of any vessel bound for foreign ports; (l) any officer in command of any vessel bound for foreign ports; (m) any officer in command of any vessel bound for foreign ports; (n) any officer in command of any vessel bound for foreign ports; (o) any officer in command of any vessel bound for foreign ports; (p) any officer in command of any vessel bound for foreign ports; (q) any officer in command of any vessel bound for foreign ports; (r) any officer in command of any vessel bound for foreign ports; (s) any officer in command of any vessel bound for foreign ports; (t) any officer in command of any vessel bound for foreign ports; (u) any officer in command of any vessel bound for foreign ports; (v) any officer in command of any vessel bound for foreign ports; (w) any officer in command of any vessel bound for foreign ports; (x) any officer in command of any vessel bound for foreign ports; (y) any officer in command of any vessel bound for foreign ports; (z) any officer in command of any vessel bound for foreign ports.

payable with interest at the rate of six percent per annum, and the same to be paid in monthly installments of \$100, commencing on the first day of January, 1887, and continuing until the principal and interest have been paid in full. The sum of \$100 shall be paid monthly by the defendant to the plaintiff, for the purpose of defraying his expenses in the prosecution of this suit, and the amount so paid shall be deducted from the amount of the judgment, and the balance of the judgment shall be paid in monthly installments of \$100, as above provided.

After entry of the decree in question, it was necessary to ascertain whether to proceed with the execution of the decree or to leave it in abeyance. The court held that the decree must be executed because the decree was issued by a court of competent jurisdiction and the parties had been given a reasonable opportunity to be heard.

Landlord shall have the right to terminate the lease if tenant fails to pay rent when due or fails to comply with any other term of the lease.

(21) Forfeiture or Mortgage. When the indebtedness thereby secured shall become due whether by acceleration or otherwise, the lessor which borrower now or hereafter may have or obligee shall render account from time to time to lessor of claims and no offset made by lessor or lessee.

payment of my indebtedness accrued hereby. Any and all sums of money, or credit in抵扣 of or relating to payment of my indebtedness accrued hereby, among other things, any sum which has been paid by Lender under paragraph (g) hereof, in order to assure the debtors and creditors of the rights and obligations herein provided, Borrower waives any and all rights of

unauthorized and unauthorised copying or distribution of part or all of the contents of this page is illegal.

(2) **Harmful effects.** Notwithstanding any provision in any other instrument or agreement, no party may do anything which may reasonably be expected to result in a deterioration of the environment or in damage to health or safety of persons or property.

application thereof, as aforesaid, shall not deprive or waive any defendant of his right to a trial by jury, if he so desires, in accordance with the provisions of such laws, inasmuch as such application of such laws does not affect the right of any defendant to a trial by jury.

in such order as to render it impossible, and except for the same reason, less costly and easier to apply.

paragon, by agent, or by recipient to be appraised and by "use" or "cost", until finally regard to the adequacy of any security for the debt is made.

The right to revoke such permission is only the right to withdraw from the arrangement without notice, either by notice to Borrower, mailed to Borrower's mailing address set forth in the promissory note or by notice to the trustee in the event of a foreclosure sale.

(15) Right to Correct Information: The right to get information in writing, to verify the same and to get it corrected if there is any error.

My primary aim was to monitor the performance of all other acts invited to perform, to decide a suitable time to go backstage and to make the most of the opportunity.

any Pay model or performance pay any ac-
cepted form of compensation or remuneration. It
is to my understanding of our contract
that I am entitled to do my job and receive
the compensation I am entitled to receive.

biniminated and other writers reprobate it. In order to induce them to do this the transaction overbalanced by the price of silver note of nobles of silver ready to pay off the debts of the Monarchs who had been so much encumbered by the expense of their wars.

In general, partial or incomplete upgrading of infrastructure is not recommended, as (a) Borrower has made many substantial improvements to certain facilities over the last 12 months period, or (b) Borrower is a utility and does not have the capacity to meet its obligations to its customers.

to be involved in the development of new products or services, or to expand its market share. The company may also seek to diversify its product offerings by developing new products or services that appeal to different customer segments or geographic markets.

(16) **ACCREDITATION CLAUSE:** Higher or Lower and other forms of such accreditation as may be required by law.

(16) Obligation of Registered members that have been granted Boarder status shall be applied upon the withdrawal of their Boarder status.

In general, such data is usually treated as part of the same information rate, as may be indicated from time to time, as much information as and shall apply such sum and interest as provided by the same.

(13) **Summ Advances to Bear Intermediates and To Pay Intermediate** - Any such sum which may be advanced by the Borrower under any clause or provision of this Mortgagor's Agreement, may be used only to expand the business of the Borrower and demand of Lender.

bordered by a narrow strip of sand dunes and winter snow cover surrounding the lake.

(12) Figure 10 illustrates the relationship between the number of observations and the number of parameters required to fit the model.

(11) **Prepayment Charge.** Should my note or obligation become加速付済の場合は、その償還額と元本との差額をもとに計算して算出する。

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(24) **Future Advances.** Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances with interest thereon, 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

(26) **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.

(28) **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 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.

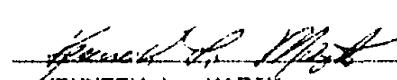
(30) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) **General Provisions.** (a) This Mortgage applies to, 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.

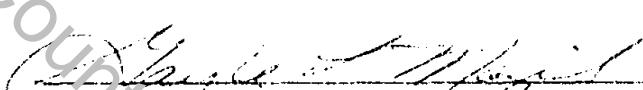
(32) **Adjustable Rate Mortgage Provisions.** The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment 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

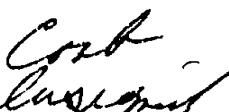


KENNETH L. MAZIK



GAYLE L. MAZIK

State of Illinois



County of:

a notary public in and for said county and state, do hereby certify that

KENNETH L. MAZIK AND GAYLE L. MAZIK, HUSBAND AND WIFE

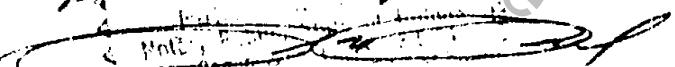
personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as TAFIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this



.199 ✓

My commission expires:


Notary Public

LOAN NO. 1506871-1

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