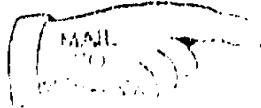


# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
D. GENESTAL THURMON  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015



92151284

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

## Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1428520-9

This Mortgage, made this 2nd day of MARCH, 1992, between  
FIRST STATE BANK & TRUST COMPANY OF HANOVER PARK KNOWN AS  
CHARTER BANK & TRUST OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE  
UNDER A CERTAIN TRUST AGREEMENT DATED AUGUST 1, 1975, AND KNOWN AS TRUST NO. 89

herein called BORROWER, whose address is 1400 IRVING PARK ROAD

(number and street)

HANOVER PARK  
(city)

IL  
(state)

60108  
(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 29 IN GROSS AND COUNSELMAN'S SUBDIVISION OF BLOCK 9 IN SUBDIVISION OF THAT PART OF THE NORTH WEST 1/4 LYING NORTH EAST OF CENTER OF LINCOLN AVENUE, SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2920 NORTH LAKEWOOD AVENUE, CHICAGO, IL. 60614

92151284

PTN: 14-29-118-046

DEPT-01 RECORDING 427.50  
T31111 FEAN 2205 03/09/92 12:26:00  
45653 1A \* 92-150284  
COOK COUNTY RECORDER

92151284

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 \$ 150,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MARCH 10, 2032 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 existence 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 loans 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





My Commission Expires 1/26/93

Notary Public, State of Illinois  
Velma E. Bates

OFFICIAL SEAL

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2nd day of March, 1992

and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.  
seal of said company, did affix the corporate seal of said company to said instrument as said  
of said company, for the uses and purposes therein set forth and the said  
severally acknowledged that they signed and delivered the said instrument as their free and voluntary act  
President and Secretary, respectively, appeared before me this day in person and being first duly sworn by me  
personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such  
FIRST STATE BANK & TRUST COMPANY OF INDIANAPOLIS, Indiana, a corporation organized under the laws of the State of  
John J. Hayes, Jr., Secretary, and  
John J. Hayes, Jr., President and  
a Notary Public, in and for and residing in DuPage County, in the State of Illinois, DO HEREBY CERTIFY that

STATE OF ILLINOIS

COUNTY OF DuPage

SS: }

LUAN NO. 1428520-7

By: Executive Vice President/Secretary

By: John J. Hayes, Jr. Trust Officer

as Trustee as aforesaid, and not personally or individually

CHARTER BANK & TRUST OF ILLINOIS

FIRST STATE BANK & TRUST COMPANY OF INDIANAPOLIS

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND/OR ANY NOTICE OF SALE HEREUNDER, BE MAILED TO BORROWER AT THE ADDRESS HEREIN ABOVE SET FORTH.

not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and  
it is expressly understood and agreed by the Lender herein and by any person now and hereafter claiming any right or security here-  
under that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee  
personally to pay said Note or any interest thereon, on any indebtedness accruing hereunder or to perform any covenants  
either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any  
warranty contained in this Mortgage and any recovery hereon shall be solely against and out of the  
Property hereby conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure said Note, but  
this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

**(23) Waiver of Right of Redemption.** Borrower has, been directed by its beneficiary to and hereby does waive any and all rights of  
redemption from sale under any order of foreclosure of this Mortgage in or on behalf of each and every person, except  
decree or judgment creditors of the Borrower acquiring an interest in or title to the Property subsequent to the date of this Mortgage  
This Mortgage is executed by

**(22) 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.

**(21) General Provisions.** This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees,  
devisees, administrators, executors, assignors and assigns. (b) The term "Lender" shall mean the owner and holder (including a payee)  
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 the Mortgage and shall not be used in construing it.

**(20) 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.

**(19) Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property  
payable  
declared the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and

**(18) 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 or 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

**(17) Offer of Redemption.** No indebtedness secured by this Mortgage shall be offered or compromised or shall be deemed to have been offered or  
compromised 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.

**(16) 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 law, rules and regulations for  
federal savings and loan associations. 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.

**(15) 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 formal and contain 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.

**(14) 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  
MORTGAGE

102-5126