

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
PO BOX 60018  
CITY OF INDUSTRY, CALIFORNIA 91760-0018  
(626) 441-1411

021-2712-1 ALL NOTICES TO LENDER SHALL BE  
MAILED OR DELIVERED TO THE ABOVE  
ADDRESS.

Paperwork Directive for Recording Data

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on  
19<sup>th</sup> day of January, 1991, by John Doe, Esq., A.C. and wife, wife,  
to Home Savings of America, Inc., A.C. and wife, wife.

C/Borrower: This Security Instrument is given to HOME SAVINGS OF AMERICA FSB which is organized and existing under the laws of the United States of America and whose address is 1900 Riverdale Road, Irwindale, California 91706-1304 ("Lender"). Borrower owes Lender the principal sum of

\$100,000.00, plus interest and all costs.

Dollars (US \$ 100,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 15th day of January, 1996. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Illinois, County, Illinois:

UNIT 2, IN THE ESTATE OF JOHN D. DOE, DECEASED, TRACT NO. 1, BLOCK NO. 1, SECTION NO. 1, TOWN OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ON THE 41ST DAY OF APRIL, 1991, AS RECORDED IN DEED RECORDED IN BOOK NO. 144, PAGE 144, OF RECORDS.

JOHN DOE, ESQ., A.C. AND WIFE, JOHN DOE, ESQ., A.C. AND WIFE, JOHN DOE, ESQ., A.C. AND WIFE,

WITNESS: John Doe, Esq., A.C. and wife, wife

RECEIVED - DEPT. OF RECORDS - 2/22/90  
SEARCHED - INDEXED - SERIALIZED - FILED - 2/22/90  
INDEXED - FILED - 2/22/90 - 1990-17174  
SEARCHED - INDEXED - SERIALIZED - FILED - 2/22/90

which has the address of 721 N. 45th Street, Chicago, IL 60631  
(Street)

Block 34, Grid 2  
Row

Illinois 60631 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

12/14/1991

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(unless I under and otherwise agree in writing), any application of proceeds of permitted advances or otherwise agreed to the monies received or received by me under paragraph 1 and 2 of clause the amount of the payments.

All insurance policies and renewals should be renewable for one year and shall include a standard coverage clause. Under shafts have the right to hold the policy and renewals if underwriters find the event of loss. Borrower shall provide notice to the insurance carrier and of paid premiums and renewal notices. In the event of loss, Borrower shall promptly pay to the insurance carrier and lender a pro rata amount of the premium paid by the lender.

**5. Standard of Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flood damage, for which Lender requires insurance coverage, at a cost not exceeding one percent (1%) of the principal amount of the Note.

bottomwater shall promptly disburse and turn over to the person or persons entitled thereto all sums received by the bottomwater as compensation for services rendered, except that the bottomwater may retain from time to time such sum as may be necessary to defray expenses incurred in connection with the performance of its obligations under this agreement.

4. **Chargers**: Lessor, Borrower shall pay all the cost of assessments, charges, fines and impositions attributable to the property which may accrue over this Security Interest, and leasehold payments of ground rents, if any. Borrower shall pay all the cost of assessments, charges, fines and impositions attributable to the property which may accrue over this Security Interest, and leasehold payments of ground rents, if any.

**3. Application of Payment Law.** Unless otherwise provided by law, all payments received by lessee under paragraph 2 and 2 shall be applied first to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, third to interest due, fourth to principal due, and last, to any late charges due under the Note.

any time to their satisfaction to pay the lesser amount when due, under any so-called "bottomwater" in writing, and, in such case however shall pay to bottomwater monthly installments payable, at least quarterly, as follows:

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender in

The Funds that shall be held in an institution whose depositary is a federal agency, instrumentality, or entity including Leander, Lender may not charge Borrower for holding and applying the Funds to pay the escrow items, Leander may not charge Borrower for holding and applying the Funds, unless Leander pays Borrower interest on the Funds and applicable law permits Leander to make such a charge. However, Leander may require Borrower to pay a one-time charge for an independent real estate reportering service used by Leander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Leander shall not be required to pay Borrower any interest or earnings on the Funds. However, if Leander may agree in writing, however, that interest shall be paid on the Funds, Leander shall give to Borrower and Lender may agree in writing, showing credits and debits to the Funds and the Funds are which each depositor in the Funds are pledged as additional security for all sums secured by this Security.

reasonable estimates of expenditures in terms of otherwise inapplicable law.

2. Funds for Taxes and Surcharge. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, ("Friends"), for (a) safety taxes and assessments which may accrue pursuant to the Property; (b) property taxes and assessments of personal items on the Property; (c) real property insurance premiums; (d) property insurance premiums; and (e) real property hazard and liability insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums. These funds shall be held by Lender as security for the Note, until the Note is paid in full, ("Friends"). These funds shall be used to satisfy debts to Lender, and the balance of funds due on the Note shall be applied to the lesser of (i) the amount of funds due on the basis of current debt and (ii) the amount of funds due on the basis of funds due on the Note.

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**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remit, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless a applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any co-owner or interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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21. Acceleration Requirements, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement, including, without limitation, (a) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (b) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (c) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (d) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (e) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (f) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (g) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (h) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (i) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (j) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (k) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (l) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (m) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (n) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (o) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (p) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (q) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (r) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (s) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (t) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (u) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (v) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (w) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (x) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (y) the action taken by Lender to accelerate the unpaid principal and interest due under the Note, (z) the action taken by Lender to accelerate the unpaid principal and interest due under the Note.

However, strict liability principles do not extend a claim in case of an investigation, claim, demand, law suit or other action by any government or other person to satisfy his demands. This kind of strict liability is known as "strict liability in tort".

20. **Hazardous Substances** - Pollution shall not cause or bring into the presence, use, disposal, storage, or release of any Hazardous Substances as defined under the laws and regulations of the State of Florida.

19. Slide of Note of Change of Charge of Loan Servicer—The Note of Change of Charge of Loan Servicer is a partial modification to the Note together with this Deedument which has been made to the Note in accordance with the Note of Change of Borrower. A slide may result in the entry instrument which has been made to the Note without the Note of Borrower. A slide may result in the entry instrument which has been made to the Note of Change of Borrower. A slide may result in the entry instrument which has been made to the Note of Change of Borrower.

If I underdo operations this option, I understand that shall give Borrower more of acceleration. The notice shall provide a period of not less than six (6) months from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted at this Security instrument without further notice or demand on Borrower.

16. Borrower's copy. Borrower shall be given one confidential copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower's property is sold or transferred to a third party, it shall be given one confidential copy of the Note and of this Security Instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument violates the applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **Notes.** Any notice to Borrower provided for in this Securities Interstrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified hereunder.

13. **Loan Charges.** It the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan debtors collected or to be collected in connection with the loan exceed the permitted limits, then (a) any sum which loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sum already collected from Borrower which exceeded limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)].

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rate Improvement Rider       Second Home Rider  
 Other(s) [specify] \_\_\_\_\_

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.**

**Witnesses:**

June 15 1908

(Seal)

• 164 • 165

(Seal)  
Borrower

J. POLYMER SCIENCE:

PART A-1

VOL. 3 (1965)

(Seal)  
Borrower

Seal  
Borrower

Seab

(Space Below This Line For Acknowledgment)

ILLINOIS. VOL. 1, No. 1  
State of Illinois.

CONTINUOUS

I am sure you will agree with me in the certainty that

a notary public notated for said county and state, do hereby

personally known to me to be the same persons who came to appear before me this day in person, and acknowledged that they were sent by the defendant, set forth above, to have been

Given under my hand and dated this 1<sup>st</sup> day of January, 1937.

## My commission carries

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MAY 10 1965

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