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THIS INSTRUMENT PREPARED BY:

ANNE RETRICK

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. 1435083-9

This Mortgage, made this 3rd day of APRIL, 1992
SUSAN M. JENEN, DIVORCED AND NOT SINCE REMARRIED

, between

DEPT-01 RECORDING \$27.50
T44444 TRAN 6651 04/07/92 11:47:00
\$4317 D *--92-233573
COOK COUNTY RECORDER

herein called BORROWER, whose address is 8145 WEST 168th PLACE, UNIT IE

(number and street)

TINLEY PARK
(city)

IL
(state)

60477
(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:

UNIT 1-E AND UNIT 11-E, LOT 95, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CHERRY CREEK SOUTH PHASE III CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 85-179907, IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 8145 WEST 168th PLACE, UNIT IE, TINLEY PARK, IL. 60477

PTN: 27-26-203-048-1038 & 27-26-203-048-1092

92203573

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 title 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 \$ 50,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of APRIL 15, 2022 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 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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и във времето на съществуването на този вид. Това е един от основните аргументи във въпроса за възможността на изчезване на видове.

passage was the one complete, clear, and explicit statement of the purpose of the amendment, and it was the one which was most clearly and concisely expressed and which was most easily understood by the people who were to be bound by it. The language of the amendment was simple, plain, and direct, and its meaning was clear and obvious.

Werkspoor was een Nederlandse fabrikant van industriële en speciale voertuigen, die later ook personenauto's begon te produceren. De bedrijfsnaam was oorspronkelijk 'N.V. Nederlandsche Fabriek voor Spoorwegmaterieel'.

The first and greatest lesson learned from the experience was that the best way to approach the problem was to start with a clear understanding of the system's requirements and then work towards a solution that met those requirements. This involved a lot of iteration and refinement, but it ultimately led to a successful outcome.

¹⁰ Hesper and Marinissen, 6. Reportedly, a number of good-bad bonhomie reports also standardize their stories.

1.3. Contribution of the paper

This paper makes two contributions to the literature. First, it provides an empirical analysis of the relationship between the quality of infrastructure and economic growth.

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11.10 Prepayment Charge. The holder may make or withdraw an investment in the underlying assets supported by the trust structure to the extent necessary to be sold or otherwise disposed of by the trustee, and for such purpose, if the underlying assets are not fully paid off, the trustee shall have the right to require the holder to pay a prepayment charge in connection with the prepayment of any such investment.

(12) Failure of Borrower to Comply with Mortgage. Should Borrower fail to make any payment, or fail to do any act required in this Mortgage, or fail to perform any obligation required by this Mortgage, or, if after it is Borrower's agreed not to do, Borrower shall be in default under this Mortgage, Lender, at which time Lender may do, take, or demand notes to or demand upon Borrower, and without releasing Borrower from any obligation hereunder, and without contesting them, in any amount of the same, may, at any time, do the same in such manner and to such extent, and in any other manner necessary to protect the security hereof, as Lender may authorize or to enforce upon such property for such purposes, or to pay, purchase, collect, or to remunerate, encumbrance, charge or item, which in its judgment is or appears to be prior or superior in date, and/or in competing any such power may exercise, or to capture. Borrower agrees to repay any amount so expended or demanded of Lender.

(13) **Sums Advanced to Hold Interest and To be Added to indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Receiver under subsection (c) prior to the maturity date of the M-1 type Any such sum until so paid shall be secured hereunder and bear interest at the rate set forth in the note or at the same rate otherwise agreed upon by the parties hereto. The amount may be adjusted from time to time, as each indebtedness, and shall such subsequent interest thereon be secured by this Mortgage.

11.4 Application of Funds. Funds which have the right of set-off shall be applied upon the assets among the various trust constituents in proportion to those debts.

5.6. Obligation of Borrower Joint and Several. Before this Note is accepted and named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such party.

(b) Acceleration Clause, Right of Lender to Declare All Sum Due on Any Transfer, Etc.: Lender shall have the right, at its option, to declare all or a portion of the principal amount outstanding to be due and payable if the transferor has breached any provision of the indenture. No such declaration need be in writing, nor need it be supported by evidence.

105. Modification in Mortgag, the Mortgagor may agree to modify or amend the terms and conditions provided in the Mortgage or by agreement or writing, provided that such modification or amendment does not contravene the provisions of the Act.

Section 101. Notwithstanding any provision of law, if the Commissioner of the Internal Revenue Service or any other officer, employee, or agent of the Internal Revenue Service, or any other officer, employee, or agent of the Service, makes a written or oral statement, or recommendation, concerning the tax treatment of any transaction or arrangement, or concerning the tax treatment of any position taken by any person in connection with such transaction or arrangement, which statement or recommendation is relied upon by such person in making such transaction or arrangement, it shall not be presumed that such statement or recommendation is correct, or that such position is correct, or that such transaction or arrangement is valid, unless such statement or recommendation is contained in a written opinion letter issued by the Service, or such position is contained in a written opinion letter issued by the Service, or such transaction or arrangement is otherwise substantiated by such evidence as the Service may require.

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The right of the author to be identified as the author of this work and all rights of
copyright, translation, reprinting or reproduction are reserved by the Author and
not transferred to the publisher.

3. Waiver of Statute of Limitations. The receipt of this instrument by the Plaintiff waives any right of action or cause of action or proceeding for the purpose of suspending this Agreement.

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LOAN NO. 1435083-9

My Commission Expires 5/31/

My commission expires:

Act for the uses and purposes herein set forth
Given under my hand and official seal, this

Personal liability known to me to be the same person(s) whose name(s) I signed and delivered the same instrument as a gift before this day in person, and acknowledged that SHE has signed and delivered the same instrument as a gift before this day in person, and acknowledged that SHE has

SUSAN M. JENEN, DIVORCED AND NOT SINCE REMARRIED

County 58

SUSAN M. JENNER

Signature of Borrower

DORMOWER REGULATES THAT A COPY OF ANY NOTICE OF DEFALCATION OR NOTICE OF REHABILITATION BE MAILED TO BORROWER AT THE ADDRESS HERINAFTER SET FORTH.

(2) **AUTORISATION**: We will grant you a non-exclusive, non-transferable licence to use the software for the purpose of developing and testing your own programs.

the devices, administrators, each user, unique access and assignments (d) The term, Lender, shall mean the owner and holder of the singular number included as lender herein (c) Whichever the case may be, the parties hereto, shall mean the owner and holder of any right or interest in the equipment, fixtures, supplies and services furnished by the service provider to the customer (b) The term, Lessee, shall mean the customer or lessee of the equipment, fixtures, supplies and services furnished by the service provider to the customer (a) The term, Equipment, shall mean all of the personal property used in connection with the business operations of the customer, including but not limited to, all machinery, fixtures, supplies, tools, vehicles, furniture, leasehold improvements, fixtures, equipment, inventory, accounts receivable, goodwill, trade names, trademarks, service marks, patents, copyrights, franchises, concessions, goodwill, and other intangible assets used in connection with the business operations of the customer.

(29) **NOTICE TO BORROWER.** Any notice to the Borrower hereby transmitted by telephone, facsimile, or electronic mail, pasted on the door of the Borrower's place of business, or otherwise delivered to the Borrower at the address of the Borrower set forth in the note of this Note, 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 records pertaining to the loan, or to the last address of the Borrower on file with the Noteholder.

(30) **NOTICE TO MORTGAGEE.** Any notice to the Mortgagee hereby transmitted by telephone, facsimile, or electronic mail, pasted on the door of the Mortgagor's place of business, or otherwise delivered to the Mortgagor at the address of the Mortgagor set forth in the note of this Note, 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 records pertaining to the loan, or to the last address of the Borrower on file with the Noteholder.

(2) Under no circumstances shall the Board accept any note which has made mention of notes or documents which have been submitted to the Board prior to the date of the meeting at which the note is presented.

Money has been exchanged between persons at any point in time when neither demand nor supply was satisfied by the other person may assert in his answer the defendant's action asserting his claim would be barred by the statute of limitations. And when neither demand nor supply was made by the other party he may assert in his answer the defendant's action asserting his claim would be barred by the statute of limitations.

comprehensibility depended on the clarity of the question, understanding of the subject matter, and the ability to express ideas clearly. The results showed that the students' responses were generally clear and well-organized, reflecting their understanding of the concepts being tested.

(27) **Offices.** No indebtedness secured by this Mortgage shall be offset or compromised except as provided in paragraph 13 of this instrument.

properly, 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.

(2) Implications and recommendations. Learning from this community action research process, it is now recommended that such programs be expanded to other areas.

including sums advanced in accordance herewith to project that exceeds the original amount of the Note.