

# UNOFFICIAL COPY

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THIS INSTRUMENT PREPARED BY:  
PAUL DAVIS  
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. 1428831-0

This Mortgage, made this 29th day of APRIL, 1992, between  
FIRST CHICAGO TRUST COMPANY OF ILLINOIS, NOT PERSONALLY, BUT AS TRUSTEE  
UNDER A CERTAIN TRUST AGREEMENT DATED JULY 14, 1988, AND KNOWN AS TRUST NO. R-658

herein called BORROWER, whose address is 791 ELM STREET

(number and street)

WINNETKA  
(city)

IL  
(state)

60093  
(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:

THE WEST 48 FEET OF LOTS 187, 188 AND 191 IN "THE TERRACE" MCKEY AND POAGUES ADDITION TO EVANSTON BEING A SUBDIVISION OF ADAM HUTH HOMESTEAD (EXCEPT THE SOUTH 47 FEET THEREOF) IN THE EAST 1/2 SOUTH OF GROSS POINT ROAD OF FRACTIONAL SECTION 33 AND OF THE EAST 200 FEET OF LOT 3 IN HENRY WITBOLDS SUBDIVISION OF THE SOUTH 47 FEET OF LOTS 5 AND 8 AND THAT PART OF LOT 7 LYING EAST OF THE WEST 247.5 FEET THEREOF IN COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 3111 THAYER, EVANSTON, IL. 60201

PTN: 05-33-410-026

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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 (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 \$ 252,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MAY 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 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.

REI-C-53382-191



(11) Prepayment Charge. The Borrower shall pay a prepayment charge on any amount of principal repaid in advance of the scheduled date of payment... (12) Failure of Borrower to Comply with Mortgage. If the Borrower fails to comply with the terms of this Mortgage...

(13) Substitution. The Borrower shall and To Be Added to Indebtedness. If the Borrower fails to comply with the terms of this Mortgage...

(14) Obligation of Borrower and Several. The Borrower shall be jointly and severally obligated to the Lender...

(15) Acceleration Clause; Right of Lender to Declare All Sums Due on Any Transfer, Etc. In the event the Borrower fails to declare any indebtedness...

(16) No Waivers by Lender. No waiver by Lender of any right under this Mortgage shall be effective unless in writing...

(17) Modification in Writing. This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage...

(18) Right to Collect and Receive Rents and Profits. Notwithstanding any other provisions to the contrary, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property...

(19) Remedies. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law...

(20) Foreclosure of Mortgage. When the indebtedness hereby secured shall become due whether by acceleration or otherwise...

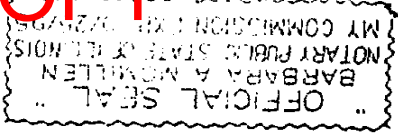
(21) Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which the complaint is filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession...

(22) Waiver of Statute of Limitations. Time is of the essence as to all of Borrower's obligations hereunder...

(23) Waiver of Statute of Limitations. Time is of the essence as to all of Borrower's obligations hereunder...

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BOX 169



IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 8th day of April, 1993

Barbara A. McMillen, a Notary Public, in and for and residing in Cook County, in the State aforesaid, DO HEREBY CERTIFY that Lynda K. Anderson and Lynda K. Anderson, respectively, of The First Chicago Bank of Winnetka, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such Vice President and President, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said seal of said company, did affix the corporate seal of said company to said instrument as said President and Vice President of said company, for the uses and purposes therein set forth and as the free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

STATE OF ILLINOIS } COUNTY OF COOK } SS } LOAN NO. 1428831-0

ATTEST: FIRST CHICAGO TRUST COMPANY OF ILLINOIS as Trustee as aforesaid, and not personally or individually By: Bruce Magers, VICE PRESIDENT

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREINAFORE SET FORTH. This waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

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 hereunder 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 of the provisions hereof and of said Note, and any other instrument given to secure Note, but Property hereby conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

(33) 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 on its behalf and on behalf of each and every person, except decrease 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

(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.

(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.

(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.

(29) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property.

(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 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 payable.

(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 cross-claim, 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 substantiates a claim, where cross-claims 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.

(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 and loan associations. If any paragraph, clause or provision of 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.

(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 requested by Lender relating to any of such financial statements.

(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 277,000.00

9/25/93

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ATTACHED MORTGAGE EXONERATION RIDER IS INCORPORATED HEREIN

2023-066

**MORTGAGE EXONERATION RIDER**

MORTGAGE is executed by **First Chicago Trust Company of Illinois**, not personally but as Trustee as aforesaid in the exercise of the power hereby conferred upon vested in it as such Trustee and **First Chicago Trust Company of Illinois**, hereby warrants that its possessors full power to execute this instrument, and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed to constitute, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **First Chicago Trust Company of Illinois**, personally or jointly or severally, are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note, provided or by action to enforce the same, and the liability of the guarantor, if any.

ATTACHED MORTGAGE EXONERATION RIDER IS INCORPORATED HEREIN

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