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THIS INSTRUMENT PREPARED BY
SOUTHERN CALIFORNIA FIDELITY
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. 1430341-6

This Mortgage, made this 19th day of MARCH, 1992, between
ANDREW P. LEICHT, A BACHELOR

herein called BORROWER, whose address is 25455 NORTH ARROWHEAD
(number and street)

MUNDEL E LN IL 60060
(city) (state) (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:

THAT PORTION OF LOT 37 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 37, THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 37 A DISTANCE OF 105.14 TO THE NORTHEAST CORNER OF SAID LOT 37, THENCE SOUTHERLY 22.38 FEET ALONG AN ARC OF A CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 65.00 FEET SAID CURVE BEING THE EASTERLY LINE OF LOT 37, THENCE SOUTHWESTERLY A DISTANCE OF 124.45 FEET TO A POINT ON THE WEST LINE OF LOT 37 SAID POINT BEING 90.95 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 37 AS MEASURED ALONG THE WEST LINE OF SAID LOT 37, THENCE NORTHERLY 90.59 FEET ALONG THE WEST LINE OF SAID LOT 37 TO THE POINT OF BEGINNING IN SOUTHERIDGE COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1727 WESTBRIDGE COURT, SCHADYSBURG, IL. 60194

PTN: 07 17 110 063

DEPT-01 RECORDING \$27.00
T43333 TRAN 3589 04/20/92 13:02:00
#7781 * -92-256896
COOK COUNTY RECORDER

92256896

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 \$ 114,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MARCH 20, 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.

2700 Box 215
J. W. W. W.

8764 C1330 @ JH

Property of Cook County Clerk's Office

92256896

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Property of Cook County Clerk's Office

96895276

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LOAN NO. 1430341-2

My commission expires _____ day of _____ 1994
 Given under my hand and official seal this _____ day of _____ 1994
 I, _____ Notary Public
 signed and delivered the same instrument as _____ free and voluntary
 personally known to me to be the same person(s) whose name(s) _____
 me this day in person, and acknowledged that _____
 act for the uses and purposes therein set forth _____

ANDREW P. LEICHT, A BACHELOR
 State of Illinois
 County 13
 a notary public in and for said county and state, do hereby certify that

Signature of Borrower
 ANDREW P. LEICHT

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

- Individuals:
 interest will be added to principal in no case shall the unpaid interest added to the principal exceed 150% of the original principal
 from time to time the monthly installment payments due under and this Note may not be sufficient to pay all interest due in which case unpaid
 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.
 (32) **Adjustable Rate Mortgage Provisions.** This Note which this Mortgage secures is an adjustable mortgage loan on which the
 convenience only, are not a part of this Mortgage and shall not be used in construing it.
 of the feminine and neuter, the singular form includes the plural, and vice versa. (d) Capitalization and paragraph headings used herein are for
 the name and number, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes
 devices, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee)
 (31) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, assigns,
 records pertaining to the loan evidenced by the note at the time notice is given.
 deposited in the United States Mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's
 (30) **Notice to Borrower.** Borrower hereby waives all right of homestead exemption in such property.
 (29) **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property.
 payable.
 declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and
 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
 (28) **Misrepresentation or Non-disclosure.** Borrower has made certain written representations and disclosures in order to induce
 time of filing his answer be barred by the applicable statute of limitations.
 demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the
 action is thereafter commenced by one such person, the other person may assert in his answer or the defense of payment in that the two
 may have existed between persons at any part in time when neither demand was barred by the applicable statute of limitations, and an
 waives the benefits of any applicable law, regulation or procedure which provides or substantively provides that, where cross-demands for
 which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further
 the indebtedness now or hereafter secured hereby. Borrower waives, to the fullest extent permitted by law, any and all rights of offset
 whether liquidated or unliquidated, which Borrower now or hereafter may have or claim to have against Lender, and, in respect to
 compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim,
 (27) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or
 or the note or other notes secured by this Mortgage.
 paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage.
 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
 (26) **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by
 required by Lender relating to any of such financial statements.
 properly, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as
 to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such
 and loss statements of such types and at such intervals as may be required by Lender or such certified financial statements and profit
 income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit
 property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential
 (25) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such
 Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory
 including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note
 plus
 NONE

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