

UNOFFICIAL COPY



THIS INSTRUMENT PREPARED BY: J. J. ... 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.

92291327

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1441463-6

This Mortgage, made this 23rd day of APRIL, 1992, between SARA LEBOVIC, A WIDOW

herein called BORROWER, whose address is 1175 LAKE COOK ROAD, UNIT 505 W (number and street)

NORTHBROOK (city)

IL (state)

60062

DEPT-01 REC... \$27.00, 14444 TRAN 7958 04/29/92 14:13:00, 48299 D * 92-29-10027, COOK COUNTY RECORDER

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:

LEGAL DESCRIPTION AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS 1175 LAKE COOK ROAD, UNIT 505 W, NORTHBROOK, IL. 60062

PTN: 14-02-100-032-1082

Unit No. 505 "W" in Northbrook County Condominium as delineated on the survey of the Parcel of real estate described as follows: that part of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, lying West of the East 14.97 acres thereof and North of the South 15 acres thereof and North of the South 15 acres of that part of the Northwest 1/4 of the Northwest 1/4 of said Section 2 lying West of the East 14.97 acres thereof: Which survey is attached as Exhibit "A" to Condominium Declaration Recorded With the Recorder of Cook County, Illinois as Document 25054981, together with its undivided percentage interest in the common elements, in Cook County, Illinois also the right to the exclusive use and possession for parking purposes of that limited common elements delineated as parking space 53 on the survey attached as exhibit "A" to the said condominium declaration, in Cook County, Illinois.

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 \$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 MAY 10, 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) All 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.

Land Title Co. 118445501

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to be deposited with the County Clerk of Cook County, Illinois, and to be recorded in the office of the County Clerk of Cook County, Illinois, as a mortgage on the premises described in the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public in and for the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public in and for the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public in and for the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public in and for the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

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Property of Cook County Clerk's Office

(24) Future Advances. Upon receipt of the proceeds of all payments on principal of this Mortgage, may make Future Advances to Borrower...

\$274,000.00

(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...

(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...

(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...

(28) Misrepresentation or Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan...

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

(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...

(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...

(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...

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

Signature of Borrower

SARA LEBOVIC

State of Illinois Cook County ss:

I, SARA LEBOVIC, A WIDOW, a notary public in and for said county and state, do hereby certify that

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the same instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of April, 1990

My commission expires:

Kristine K. Farrar

Notary Public



LOAN NO. 1441463-5

92291327

