

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY
D. HERNANDEZ
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 60015
CITY OF INDUSTRY, CALIFORNIA 91716-0015



92-303061

ALL NOTICES TO LENDER SHALL BE MAILED
OR DELIVERED TO THE ABOVE ADDRESS.

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 143249-3

This Mortgage, made this 30th day of APRIL, 1992, between
RAYMOND W. EGAN AND DENA L. EGAN, HUSBAND AND WIFE

herein called BORROWER, whose address is 17716 CHERRYWOOD LANE
(number and street)

HOMewood
(city)

IL
(state)

60430
(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:

LOT 102 IN HAZELCREST HIGHLANDS THIRD ADDITION, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 3508 MARLE LANE, HAZEL CREST, IL. 60429

PTN: 28-26-403-017

92303061

92-303061

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, antennae, postal equipment, window coverings, drapes and drapery, odd, carpeting and floor covering, awnings, porches, decks, water heaters, and attic heating units, if 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 \$ 100,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MAY 10, 1992, made by Borrower

payable to Lender or order, and all such payments, extensions or renewals, together with interest on 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, and (2) Performance of all agreements of Borrower, whether or not incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (3) Performance of the loan secured hereby or any part thereof for the purpose of constructing improvements on such property, or for the purpose of improvement of Borrower, and used in any trading loan agreement or other agreement between Borrower and Lender relating to such property. (4) The performance and keeping by Borrower of each of the covenants and agreements required to be kept by the mortgagor, the Borrower pursuant to the terms of any lease and any and all other instruments relating to Borrower's interest in or to such property, whether or not such property is a Co-tenancy of Borrower, with each and every one of any such covenants, obligations, or agreements, whether or not such covenants, obligations and agreements pertaining to such property or any building thereon, are in any way requested, demanded, enforced or enforced by Borrower or any covenant to pay or perform any other charge, obligation or agreement of Borrower, whether or not such payment or performance is due or payable within 90 days after such written request or demand. All under such payment with interest thereon of any other present or future indebtedness, or obligation of Borrower, or any other person or entity, whether or not such property is a part of the collateral of Lender, whether created directly or acquired by absolute or conditional assignment, whether or not such debt, whether or not such debt is secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the existence of such debt to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (5) Performance of all agreements of Borrower to pay fees and charges for any statement regarding the obligation secured hereby.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

20150225

OFFICIAL SEAL
IRENE CAREY
Notary Public, State of Illinois
My Commission Expires 10/17/93

Notary Public
[Signature]

My commission expires:

Given under my hand and official seal this 30th day of April 1993.
I, the undersigned, personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

RAYMOND W. EGAN AND DENA L. EGAN, HUSBAND AND WIFE
a notary public in and for said county and state, do hereby certify that

State of Illinois Cook County ss

92303061

Signature of Borrower
RAYMOND W. EGAN
[Signature]
DENAL L. EGAN
[Signature]

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

indebtedness.
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 payment due under said 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.** The Note which this Mortgage secures is an adjustable mortgage loan on which the
convenience only are not a part of the mortgage and shall not be used in construing it.
the terms and notes the singular number includes the plural and vice versa (d) Captions and paragraph headings used herein are for
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 interest to the benefit of and binds all parties hereto, their heirs, legatees,
records pertaining to the note at the time not in force.
(30) **Notice to Borrower.** Any notice to the Borrower provided for in the note at the address of the Borrower as it appears in Lenders
in the United States that postage prepaid addressed to the Borrower at the address of the Borrower as it appears in Lenders
(29) **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property.
payable.
to depose the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and
merger or satisfaction of a later date of the note or notes without prior notice, shall have the right to
Lender to make the loan without regard to the date of notes when this Mortgage is made and in the event that Borrower has made any
(28) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce
time of filing his answer to be true, equal and correct, not withstanding that an independent action asserting his claim would at the
actions thereafter committed by him and a portion of the other party may assert in his answer the defense of payment in that the two
monies have existed or were present at a part in time when neither demand was barred by the applicable statute of limitations, and an
waive the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for
which Borrower now or hereafter secured hereby, and further
which Borrower now or hereafter secured hereby, and further
whether indebtedness, now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset
compensated by all or part of any claim, part of an 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
of the rate of other notes, or interest on such debt.
the rate of other notes, or interest on such debt.
and shall be deemed to have been offset or compensated or shall be deemed to have been offset or
the rate of other notes, or interest on such debt.
(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 banks, if any, and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for
Mortgage is determined by a court of competent jurisdiction and shall be deemed to have been made in the state in which the
and provisions of this Mortgage
plus
(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 type 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
required by Lender relating to any of such financial statements.
plus
(24) **Future Advances.** Upon request of Borrower, Lender at Lenders 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