

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:  
J. M. MAIR

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



92318033

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

Mortgage and Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1439913-3

This Mortgage, made this 6th day of MAY, 1992, between  
VERONICA GONZALEZ, DIVORCED AND NOT SINCE REMARRIED

herein called BORROWER, whose address is 6010 SOUTH SACRAMENTO AVENUE  
(number and street)

CHICAGO  
(city)

IL  
(state)

60629  
(zip code)

, and

and HOME SAVINGS OF AMERICA, F.S.B. 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 4 IN BLOCK 8 IN COBE AND MCKINNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 6010 SOUTH SACRAMENTO AVENUE, CHICAGO, IL. 60629

PTN: 19-13-311-022

DEPT-01 RECORDING \$27.50  
7:2222 TRAN 3863 05/08/92 14:45:00  
#117 B \*-92-318033  
COOK COUNTY RECORDER

92318033

92318033

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 \$ 47,200.00 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.

2750

# UNOFFICIAL COPY

...to the satisfaction of the lender...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

...the borrower shall be responsible for...

92318033

Property of Cook County Clerk's Office

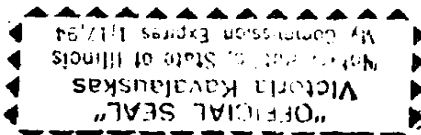
# UNOFFICIAL COPY

231833

Prepayment Charge  
For the purpose of this document, the term "prepayment charge" means the charge assessed by the lender for the early payment of the loan.  
The following information is provided for your information:  
1. The prepayment charge is assessed on the outstanding principal balance of the loan.  
2. The prepayment charge is assessed at the time of the prepayment.  
3. The prepayment charge is assessed at a rate of \_\_\_\_\_ percent of the outstanding principal balance.  
4. The prepayment charge is assessed on a monthly basis.  
5. The prepayment charge is assessed on the first day of the month in which the prepayment is made.  
6. The prepayment charge is assessed on the first day of the month in which the prepayment is made, unless the prepayment is made on the last day of the month, in which case the prepayment charge is assessed on the first day of the following month.  
7. The prepayment charge is assessed on the first day of the month in which the prepayment is made, unless the prepayment is made on the last day of the month, in which case the prepayment charge is assessed on the first day of the following month.  
8. The prepayment charge is assessed on the first day of the month in which the prepayment is made, unless the prepayment is made on the last day of the month, in which case the prepayment charge is assessed on the first day of the following month.  
9. The prepayment charge is assessed on the first day of the month in which the prepayment is made, unless the prepayment is made on the last day of the month, in which case the prepayment charge is assessed on the first day of the following month.  
10. The prepayment charge is assessed on the first day of the month in which the prepayment is made, unless the prepayment is made on the last day of the month, in which case the prepayment charge is assessed on the first day of the following month.

Property of Cook County Clerk's Office

9231833



Notary Public

*Victoria Kavalauskas*

May 6th 1992

personally known to me to be the same person(s) whose name(s) IS SHE signed and delivered the same instrument as HER free and voluntary act for the uses and purposes therein set forth.

VERONICA GONZALEZ, DIVORCED AND NOT SINCE REMARRIED the undersigned a notary public in and for said county and state, do hereby certify that

State of Illinois Cook County ss:

*Veronica Gonzalez*  
VERONICA GONZALEZ

Signature of Borrower

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREIN ABOVE 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 payments 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.

(31) General Provisions. (a) This Mortgage applies to notes 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 records pertaining to the loan evidenced by the note at the time notice is given.

(29) 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.

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

(27) 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.

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

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

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

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

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

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

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

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

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

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

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

92313033