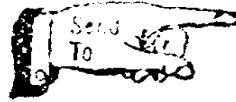


UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY
B. EAST
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. 1570026-3

This Mortgage, made this 8th day of JUNE, 1993, between

MARILYN I. JOHNSON, DIVORCED AND NOT SINCE REMARRIED, WHO ORIGINALLY ACQUIRED TITLE
AS MARILYN JOHNSON M. I. J.

herein called BORROWER, whose address is 5256 NORTH LIEB AVENUE
(number and street)

CHICAGO IL 60610
(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:

LOT 48 AND THE NORTHEASTERLY 5 FEET OF LOT 47 IN BLOCK 1 IN A.G. WINSTON'S JEFFERSON
PARK AND FOREST GLEN ADDITION TO CHICAGO, A SUBDIVISION OF LOT 3 IN THE SUBDIVISION BY
EXECUTORS OF SARAH ANDERSON, DECEASED, OF THE FRACTIONAL SOUTHEAST 1/2 OF THE NORTHWEST
1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 5256 NORTH LIEB AVENUE, CHICAGO, IL 60630

PTN: 13-09-116-021

DEPT-01 RECORDING \$27.50
TDC000 TRAM 2011 06/15/93 16:09:00
#2997 # *93-455948
COOK COUNTY RECORDER

93455948

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 draperies, 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 \$ 128,000.00 with interest thereon, according to the terms of a promissory
note of even date herewith and having a final maturity date of JUNE 20, 2033 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 of the loan secured hereby or any part thereof is for
the purpose of constructing improvements on such property; (5) The performance and keeping of any building loan
agreement or other agreement between Borrower and Lender relating to such property; (6) The performance and keeping of any and all
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; (7) 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, and legal steps taken to enforce such payment within 90
days after such written request is made; (8) 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 or not so secured or not, or whether existing at the time of the execu-
tion of this Mortgage or arising thereafter, the exercise of such option to be exercised by a notice in writing to Borrower or any successor in
interest of Borrower; (9) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth;
(10) Payment of charges, as allowed by law, when such charges are made, for any statement regarding the obligation secured
hereby.

062173 MLC
FIRST AMERICAN

93455948

Construction or Improvements. To complete in good and workmanlike manner any building or improvement or repair relating to the property, Borrower shall be bound to pay when due all costs and expenses... Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any building, structure, fence, wall, driveway, sidewalk, walkway, driveway, or other improvement...

Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content as by such policy may be required by Lender... Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance...

Taxes and Other Items Due. To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes and other items due on the property, (b) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are due on the property, or on any part thereof, or on any other interest in such property... Taxes and Other Items Due. To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes and other items due on the property...

Mortgage Impounds. To pay to Lender all other payments required hereunder, monthly advance payments as established by Lender for taxes, assessments, insurance premiums, ground rents or other obligations secured by this mortgage... Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to a mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property...

Liigation. Borrower shall defend the title in any action or proceeding brought to affect such property whether or not it affects the title to the property, and shall pay the costs and expenses of such action or proceeding... Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to a mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property...

Loan on Leasehold Estate. Borrower agrees to comply with all of the terms, conditions and covenants of the instrument of such leasehold estate, including the terms of any such leasehold estate, and to defend, maintain and keep in force such leasehold estate... Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any building, structure, fence, wall, driveway, sidewalk, walkway, driveway, or other improvement...

Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to a mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property...

Loan on Leasehold Estate. Borrower agrees to comply with all of the terms, conditions and covenants of the instrument of such leasehold estate, including the terms of any such leasehold estate, and to defend, maintain and keep in force such leasehold estate...

ST-555-555

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(11) **Prepayment Charge.** Should any note, certificate, or other instrument Borrower may issue in connection with the prepayment of any of the indebtedness secured hereby, to pay such fee to the extent permitted by applicable law, notwithstanding the fact that Borrower shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby, immediately due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation to do so, and without notice or demand upon Borrower and without releasing Borrower from any obligation hereof, and without affecting the validity or amount of the same, may cause or do the same in such manner and to such extent as it may deem necessary to protect the security hereof. Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, contest or compromise any amount, charge or lien, which in its judgment is or appears to be proper or superior hereto; and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay, immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum until it is repaid shall be secured hereon and bear interest from the date it was advanced or paid at the same interest rate as may be adjusted from time to time, as such indebtedness, and shall such sum and interest thereon be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) **Acceleration Clause: Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby in respect of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily or leases such property or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of such property; or (b) any contract or enters into a lease for the drilling for or extracting oil, gas or other hydrocarbon substance or any mineral of any kind or of a part of such property; or (c) Borrower is a partner (and the interest of a general partner is assigned or transferred); or (d) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period; or (e) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property; or (f) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(17) **No Waivers by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act or shall of Borrower that Borrower was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower or any successor in interest to Borrower and Lender.

(19) **Right to Collect and Receive Rents and Profits.** Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property as they become due and payable, but Lender reserves the right to revoke such permission at any time with or without cause, by notice in writing to Borrower, mailed to Borrower at his last known address. In any event, such permission to Borrower automatically shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property, or any part thereof, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of collection and disbursement and collect on, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues or profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies, if Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option, without any obligation to do so, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums of money or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any impounds held by Lender under paragraph (16) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligations secured hereby, as they become due.

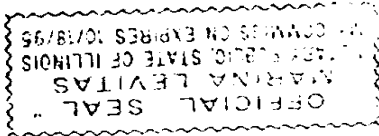
(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred, by or on behalf of Lender for attorney's fees, appraisers' fees, outlays for documentary and a part of evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges and costs may be estimated as to items to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced; (d) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any surplus to Borrower, his legal representatives or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

9/2/2009 9:43

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FORM NO. 1570026-3

My Commission Expires

10/18/95

It is under my hand and official seal this _____ day of _____ 1995, that the person and acknowledged that subscribed to the foregoing instrument, appeared before me to be the same person whose name is signed and delivered the same instrument as free and voluntary.

MARTIN I. JOHNSON, DIVORCED AND NOT SINCE REMARRIED, a notary public in and for said county and state, do hereby certify that

State of Illinois County ss

Signature of Borrower
MARTIN I. JOHNSON

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

1. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property as is described in this mortgage and the address of the property shall be deemed given when it is recorded in the public records.

2. **Notice to Borrower.** Any notice to be given to the Borrower at the address of the Borrower as it appears in Lenders records shall be deemed given to the Borrower at the address of the Borrower as it appears in Lenders records.

3. **General Provisions.** All provisions of this mortgage shall apply to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lender" shall mean the owner and holder including a pledgee of the mortgage and the agent or assignee of either party. The term "Borrower" shall mean the person named as the borrower in the mortgage and the agent or assignee of either party. The term "Mortgage" shall mean the mortgage and the instrument which secures the same. The term "Mortgage Provisions" shall mean the provisions of this mortgage which relate to the mortgage and the instrument which secures the same. The term "Mortgage Provisions" shall mean the provisions of this mortgage which relate to the mortgage and the instrument which secures the same.

4. **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. The index to be used for the monthly adjustment shall be the Consumer Price Index for All Urban Consumers as published in the monthly report of the Bureau of Economic Analysis, U.S. Department of Commerce. The interest rate shall be the sum of the index plus the margin specified in the Note. The interest rate shall be rounded up to the nearest 1/8 of a percent. The interest rate shall not exceed 15% of the original principal amount of the loan.

5. **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan. If at any time after the date of the closing of the loan, Borrower makes any material misrepresentation or nondisclosure, Lender shall have the right to accelerate the maturity of the loan and to exercise its remedies as if the loan were in default.

6. **Offenses.** No individual or entity shall be deemed to have committed an offense under this mortgage if the individual or entity is a minor, an infant, an incompetent person, or a person who is otherwise legally incapacitated. The provisions of this mortgage shall not apply to such individuals or entities.

7. **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 purposes, Lender shall be entitled to inspect the property and to require the production of all books, records, and other documents which relate to the operation of the property. Lender shall have the right to inspect the property and to require the production of all books, records, and other documents which relate to the operation of the property.

8. **Governing Law; Severability.** The loan secured by this mortgage is made pursuant to, and shall be construed and governed by, the laws of the State of Illinois. If any provision of this mortgage is held to be unenforceable, the remaining provisions of this mortgage shall survive and shall not affect the remaining paragraphs, clauses and provisions of this mortgage.

9. **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.