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THIS INSTRUMENT PREPARED BY
F. PETERSON

WHEN RECORDED MAIL TO: 93736229
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER 93736229
P.O. BOX 60016
CITY OF INDUSTRY, CALIFORNIA 91718-0016

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1600710-6

This Mortgage, made this 10th day of SEPTEMBER, 1993, between

NANCI VERSINO, DIVORCED AND NOT SINCE REMARRIED AND JAMES C. STEELE, DIVORCED AND
NOT SINCE REMARRIED

herein called BORROWER, whose address is 6530 WEST IRVING PARK ROAD, UNIT 210
(number and street)

CHICAGO
(city)

IL
(state)

60634
(zip code)

, and

93736229

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 6530 WEST IRVING PARK ROAD, UNIT 210, CHICAGO, IL. 60634

PTN: 13-18-409-022 + 13-18-409-019

DEPT-01 RECORDING \$29.50
T#0000 TRAN 3904 09/14/93 16:47:00
#2398 # *-93-736229
COOK COUNTY RECORDER

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS
AND ASSIGNS, AS RIGHT AND EASEMENTS APPURTENANT TO THE SUBJECT
UNIT DESCRIBED HEREIN, THE RIGHTS AND EASEMENTS FOR THE BENEFIT
OF SAID UNIT SET FORTH IN THE DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND COVENANTS,
RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE
SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED
AND STIPULATED AT LENGTH HEREIN.

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 \$ 107,000.00 with interest thereon, according to the terms of a promissory
note of even date herewith and having a final maturity date of SEPTEMBER 10, 2023 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 execu-
tion 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.

2950

[illegible][illegible][illegible]

insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requesting Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Lender from Borrower's obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, a "Certificate of Insurance" containing the information secured hereby. Borrower hereby assigns to Lender all unpaid premiums on any such policy, and agrees that any and all unpaid premiums shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale hereof, and to the foreclosing of this Mortgage.

(4) **Life, Health or Accident Insurance.** If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower

(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed (including, but not limited to, damage from termite and earth movement); to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property; to comply with all law affecting such property or improvements or improvements made thereon; not to commit willful waste thereon; nor to incur liability for injury to or death of person acting upon such property or violation of law, or to cultivate, irrigate, fertilize, plow, harrow, plant, prune, trim, cut, fell or otherwise treat trees growing on such property; to use such property as a residence or for other purposes reasonably compatible with its character; or to use such property for other than residential purposes without obtaining approval of the Board of Health and Planning Commission.

(1) Construction or improvements. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanics, laborers or others to claim against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding: (a) to promptly commence work and complete the proposed improvements promptly; (b) to complete same in accordance with the plans and specifications as approved by Lender; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which may be given to Borrower by certified mail, sent to his last known address, or by personal service of the same; and (e) to perform all other obligations of Borrower under any building loan agreement relating to such property.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:

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(24) **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 plus
NONE

(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 types 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.

(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 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 paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(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, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce 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 declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(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, 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.

(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. (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 convenience only, are not a part of this Mortgage and shall not be used in construing it.

(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 in accordance with a monthly increase or decrease in an index, all as provided in said Note. 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 will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

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

Signature of Borrower

Nanci Versino
NANCI VERSINO

James C. Steele
JAMES C. STEELE

State of Illinois

Cook County ss:

I, Paul J. Maggio, a notary public in and for said county and state, do hereby certify that
NANCI VERSINO, DIVORCED AND NOT SINCE REMARRIED AND JAMES C. STEELE, DIVORCED AND
NOT SINCE REMARRIED

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.

Given under my hand and official seal, this _____ day of _____

My commission expires:

Paul J. Maggio
Notary Public
OFFICIAL SEAL
PAUL J MAGGIO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/11/87

93736229

LOAN NO. 1600710-6

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EXHIBIT "A"

PARCEL 1:

UNIT 210 IN MERRIMAC SQUARE CONDOMINIUM III AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 AND 4 IN PONTARELLI SUBDIVISION OF MERRIMAC SQUARE, A PART OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM MADE BY PARKWAY BANK AND TRUST COMPANY UNDER TRUST AGREEMENT DATED JUNE 9, 1992 AND KNOWN AS TRUST NUMBER 10346 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY AS DOCUMENT NUMBER 93337398 TOGETHER WITH ITS UNDIVIDED PERCENT INTEREST IN SAID PARCEL

(EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AS SET FORTH IN SAID DECLARATION AND SURVEY).

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER, ALONG AND UPON THE LAND, AS SET FORTH BELOW, AND FURTHER DELINEATED IN EXHIBIT "A" OF DOCUMENT NUMBER 92607113, FOR DRIVEWAYS, WALKWAYS, COMMON PARKING AND PARK AREAS AS CREATED BY DECLARATION OF COMMON EASEMENTS AND MAINTENANCE AGREEMENT DATED AUGUST 7, 1992 AND RECORDED AUGUST 11, 1992 AS DOCUMENT NUMBER 92607113 BY AND AMONG PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 9, 1992 AND KNOWN AS TRUST NUMBER 10345, PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 5, 1991 AND KNOWN AS TRUST NUMBER 10176 AND PARKWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 9, 1992 AND KNOWN AS TRUST NUMBER 10346.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NO. P-15, AND STORAGE SPACE NO. S-10, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID, RECORDED AS DOCUMENT NUMBER 93337398.

93337398

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