

UNOFFICIAL COPY

MORTGAGE

93744571

If box is checked, this mortgage secures future advances.

THIS MORTGAGE is made this 14TH day of SEPTEMBER 1993, between the Mortgagor, DAVID A ROOP SR & CAROL L ROOP, HUSBAND AND WIFE IN JOINT TENANCY

(herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION III a corporation organized and existing under the laws of DELAWARE whose address is 4801 SOUTHWICK DRIVE, SUITE 101, MATTESON, IL 60443 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

DEPT-01 RECORDINGS \$27.50
T#0011 TRAN 7033 09/17/93 10:23:00
#7011 # -93-744571
COOK COUNTY RECORDER

WHEREAS Borrower is indebted to Lender in the principal sum of \$ _____ and any extensions or renewals thereof evidenced by Borrower's Loan Agreement dated _____ (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

WHEREAS Borrower is indebted to Lender in the principal sum of \$ 12,100.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated SEPTEMBER 14, 1993 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ 776.00;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of COOK State of Illinois:

LOT 808 IN INDIAN HILL SUBDIVISION UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX#: 32-36-110-017

ORDER#: A0053977X

which has the address of 22538 YATES,

SAUK VILLAGE

(Street)

(City)

Illinois 60411 (herein "Property Address");
(Zip Code)

93744571

278

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reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

David A. Roop Sr.
DAVID A ROOP SR. -Borrower

Carol L. Roop
CAROL L ROOP -Borrower

STATE OF ILLINOIS, COOK County ss:

I, KATHERINE M. WESLEY, Notary Public in and for said county and state, do hereby certify that DAVID A ROOP SR & CAROL L ROOP HUSBAND AND WIFE IN JOINT TENANCY 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 said instrument as THEIR free, voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15TH day of SEPTEMBER, 19 93.

My Commission expires:

Katherine M. Wesley
Notary Public

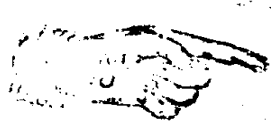
This instrument was prepared by:

KATHERINE WESLEY

(Name)
HOUSEHOLD FINANCE CORP. III
4801 Southwick Dr. - Suite 101
Northbrook, IL 60443



(Space Below This Line Reserved For Lender and Recorder)



Return To:
Household Finance Corporation
961 Weigel Drive
Elmhurst, IL 60126

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