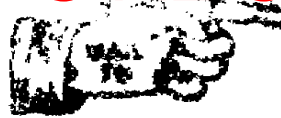


UNOFFICIAL COPY

THE INSTRUMENT PREPARED BY:
F. PETERSON
WHEN PREPARED MAIL TO:
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 80018
CITY OF INDUSTRY, CALIFORNIA 91718-0018



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

93130488

Mortgage and Assignment of Benefits ADVANTAGE INTEREST RATE LOAN LOAN NO. 1834121-7

This Mortgage, made this 12th day of FEBRUARY, 1993, between
SABRIEL E. SEUTERT AND HING-MAI SEUTERT, HUSBAND AND WIFE

known called **BORROWER**, whose address is **3307 SOUTH KENILWORTH AVENUE**
(number and street)

BERWYN (city) **IL** (state) **60402** (zip code)

and **HOME SAVINGS OF AMERICA, INC.**, a corporation herein called **LENDER** whose address is 4900 Rivergrade Road, Irwindale, California 91798

WITNESSETH Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

LOT 57 AND THE NORTH 17 FEET OF LOT 56 IN BLOCK 9 IN BERWYN, IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON KNOWN AS 3307 SOUTH KENILWORTH AVENUE, BERWYN, IL 60402

PTN: 18-51-176-009

93130488

SEPT-01 RECORDING 127.00
78930 TRAN 9378 02/18/93 1518700
#289 9 4-92-130-488
COOK COUNTY RECORDER

Together with all interests which Borrower now has or may hereafter acquire in or to said property, and in and to all accretions and rights of any appurtenant thereto, and (a) 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, dish washing, garbage disposal or other services, and all waste vent systems, air-tight pool equipment, window coverings, drapes and drapery rods, paneling and floor covering, awnings, ranges, ovens, water heaters and attached cabinets, 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 tenor 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

- Payment of the sum of \$ 67,000.00 with interest thereon according to the terms of a promissory note of even date herewith and having a final maturity date of FEBRUARY 15, 2003 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 conducting 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 cash 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) All 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 conditional 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 assessed by law when such charges are made, for any statement regarding the obligation secured hereby.

29/92

(11) **Prepayment Charge.** The maturity and obligation secured hereby require Borrower to pay a fee 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 obtained a refund of such fee if the fee is not earned 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 of the things Borrower agreed not to do, Borrower shall be in default under this Mortgage, and without objection as to date and without notice or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may (a) pay or do the same in such manner and (b) in such amount as it may deem necessary to protect the security thereof. Lender being authorized to enter upon such property for such purpose, the sum payable in respect of such purpose and the cost of such purpose, charge or fee, which in its judgment it or appears to be prior or superior to the claims of the Borrower, shall be payable by Borrower. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **sums Advanced to Borrower and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower in the performance of this Mortgage. Any such sum, until so repaid, shall be secured hereon and bear interest from the date it was advanced or paid at the same rate as set forth herein, as may be adjusted from time to time, as such indebtedness, and shall bear such and other charges as may 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) **Assignment of Borrower's Debt and Interest.** 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 Items Due on 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 or such property shall enter into a contract of sale, conveyance or alienation of 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, or enters into a contract of sale of such property, or enters into a lease for the drilling for or extracting oil, gas or other hydrocarbon substances of any mineral of any kind or character on such property, or (b) Borrower is a partnership and the interest of a general partner is transferred, or (c) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period, or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property. If Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other writings, representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced on the promissory note or notes or agreements which this Mortgage secures.

(17) **No Waiver 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 the due date of or by making any payment or performance in full or in part of Borrower's debt or obligation secured hereby, but failed to make or perform, or by doing any payment so made but in excess of 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 to pay such other sums or to perform such other acts.

(18) **Assignment in Writing.** This Mortgage shall not be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower or any assignor 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 receive 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 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 at the last minute of any agreement heretofore made. 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 collect rents, issues and profits, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid, and pay the same less costs and expenses of operation and collection, 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, issues and profits, nor for the failure to assess or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues and profits, the doing of other acts herein authorized and the application thereof as aforesaid, when not a cure or waiver of any default or notice of default hereunder or in violation of any act done pursuant to such notice.

(20) **Remedies.** Remedies herein provided shall be exclusive of any others, now or hereafter existing by law, but shall be cumulative. Lender hereby irrevocably grants to Borrower or to Lender as to which either or 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 also exercise the same at its option, either before, concurrently with, or after any Mortgagee's sale is made hereunder, and on any date 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 as to date, and without affecting the obligations hereof to apply toward the payment of any indebtedness secured hereby any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or control, its control, or being, among other things, any proceeds held by Lender under paragraph (8) hereof.

In order to assure the sufficiency 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 costs and charges in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for appraisement, legal expenses, legal surveys for documentary and expert evidence, stenographer's charges, publication cost and costs of producing all abstracts of title, commitment, title insurance. Such fees, charges and costs may be estimated as to items to be expended after entry of the decree and Lender may deem reasonably necessary either to prosecute such suit or to evidence its bid 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 or proceeding to what Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured. (b) Protection for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, and preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, and 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 next; second, all other claims with respect to the lien hereof constituting 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 notice or 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 done or not, such receiver of Mortgage 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 time when Borrower, his successors or assigns, or any other person for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other sums which may be received or are usual in such case for the protection, possession, control, management and operation of the property during the whole and pending. The court from time to time may authorize the receiver of Mortgage in possession to apply the net income held by either of them in payment 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 not applicable to foreclosing said lien or to 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.** There 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.

LOAN NO. 1534121-1

OFFICIAL STATE
NOTARY PUBLIC
MINS-MAL SELFERT
18501 17th St
MAY 19 1987

My commission expires

[Signature]
Notary Public

Given under my hand and official seal this 17th day of FEB 1987
on 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

GABRIEL E. SELFERT AND MINS-MAL SELFERT, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before a notary public in and for said county and state, do hereby certify that

State of Illinois County 00

GABRIEL E. SELFERT, ATTORNEY IN FACT

GABRIEL E. SELFERT

[Signature]
MINS-MAL SELFERT

[Signature]
Signature of Borrower

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

(29) **Waiver of Mortgage.** Borrower hereby waives all right of mortgage and exemption in such property payable...
(30) **Notice to Borrower.** Any notice to the borrower provided for in the note or the 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...
(31) **General Provisions.** The mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns...
(32) **Adjustable Rate Mortgage Provisions.** The rate 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...
(33) **Indebtedness.** From time to time the monthly installment payments 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.

(25) **Inspector and Sureties.** Lender at any time during the continuation of this mortgage may enter and inspect such property at any reasonable time...
(26) **Government Law Jurisdiction.** The laws and regulations of the State of Illinois shall apply to this mortgage...
(27) **Offset.** Lender may offset any amount of any claim or cause of action...
(28) **Waiver of Subrogation.** Borrower hereby waives the right of subrogation...
(29) **Waiver of Mortgage.** Borrower hereby waives all right of mortgage and exemption in such property payable...
(30) **Notice to Borrower.** Any notice to the borrower provided for in the note or the 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...
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2148 SOUTH MANNHEIM ROAD
WESTCHESTER, IL 60163 1(312) 343-8919

41076 (1/8) 9/19/76

AFFIDAVIT BY ATTORNEY-IN-FACT

TO: GREATER ILLINOIS TITLE CO.

RE: FILE NO. 457676

With regard to the exercise of the power of attorney to execute the mortgage encumbering the land described in the subject title commitment, and the note secured thereby, the undersigned does hereby state and aver that:

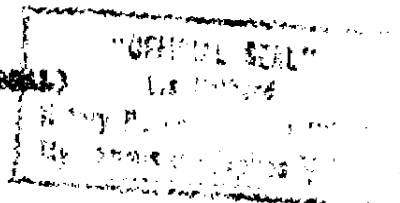
1. Power of attorney was in full force and effect at the time of execution thereof.
2. Said power of attorney authorized me to execute said mortgage and note.
3. The party giving said power of attorney is unavailable to execute said mortgage and note because she is out of the country

[Handwritten Signature]

Subscribed and sworn before me that
day of 10, 1976.

[Handwritten Signature]

Notary Public



93130458

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Property of Cook County Clerk's Office

03/10/2011