

UNOFFICIAL COPY

20-01-00 Mortgage No.

1000

Illinois 60103 (herein "Property Address");

(Zip Code)

which has the address of 2326 S 11TH AVE, BROADVIEW, ILLINOIS

Property of Cook County

TAX#: 18-22-214-010

THE NORTH 60 FEET OF LOT 83 IN BROADVIEW, A SUBDIVISION OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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:

WHEREAS Borrower is indebted to Lender in the principal sum of \$ 38,400.00 or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated APRIL 8, 1993 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 \$ 38,400.00;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ and any extensions or renewals thereof (including this) 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

The following paragraph preceded by a checked box is applicable.

(herein "Lender"), 1780 S HARLEM AVE, SPORTMART PLAZA, NORTH RIVERS, IL 60546 (herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION III a corporation organized and existing under the laws of DELAWARE whose address is

THIS MORTGAGE is made this 6TH day of APRIL 1993 between the Mortgagee, SCOTT R HOMOLKA AND MARY L HOMOLKA, HIS WIFE, IN JOINT TENANCY

If box is checked, this mortgage secures future advances.

MORTGAGE

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93260556

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and things, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit developments) assessments, if any, which may accrue over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium for hazard insurance, plus one-twelfth of yearly premium on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower or interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower and ground rents as they fall due. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as fall due. Lender may require:

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the principal.

4. Prior Mortgages and Deed of Trust; Charges; Liens; Borrower shall perform all of Borrower's obligations under any mortgages, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and shall hold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in the terms of any mortgage. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may cause or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for easements, or for any other interest in the Property assigned and shall be paid to Lender, subject to the terms of any mortgage, deed or other security agreement with any modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's assigns to pay the sums secured by this Mortgage to Lender. Lender shall not be required to commence proceedings against such successor or refuse to extend any further payment or otherwise modify amortization of the sums secured by this Mortgage to any successor in interest of Borrower or otherwise modify amortization of the sums secured by this Mortgage to any successor in interest of Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Release of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's assigns to pay the sums secured by this Mortgage to Lender. Lender shall not be required to commence proceedings against such successor or refuse to extend any further payment or otherwise modify amortization of the sums secured by this Mortgage to any successor in interest of Borrower or otherwise modify amortization of the sums secured by this Mortgage to any successor in interest of Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right to remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Covenants, the covenants and agreements and obligations of Lender and Borrower contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and all other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower in any way from its obligations under this Mortgage. The foregoing sentence shall not limit the applicability of the law of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of the law of the jurisdiction in which the Property is located.**

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) all notices to Borrower shall be given by the Property Address or at such other address as Borrower may designate by notice to Lender, as provided herein; and (b) any notice to Lender shall be given by certified mail to the address provided in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of the law of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of the law of the jurisdiction in which the Property is located.

14. **Borrower's Copy.** Borrower will be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any present or future Rehabilitation Loan Agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form approved by Lender, an agreement at any time during the term of the Rehabilitation Loan Agreement, which agreement may include, but not be limited to, the following:

(a) the creation of a lien or encumbrance subordinate to this Mortgage; (b) the creation of a joint tenancy, or the creation of an option to purchase; (c) the creation of a purchase money security interest or household appliance; (d) a transfer to a relative resulting from the death of a Borrower; (e) a transfer of a spouse or child; (f) a separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the Property; (g) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property; or (h) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Federal Reserve Board or the Federal Reserve Bank of Atlanta, which the parties to this Mortgage shall agree to be submitted information required by Lender to evaluate the transfer as if a mortgage were being made in this jurisdiction.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage; (b) the creation of a joint tenancy; (c) the grant of any leasehold interest of three years or less; (d) a transfer to a relative resulting from the death of a Borrower; (e) a transfer of a spouse or child; (f) a separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the Property; (g) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property; or (h) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Federal Reserve Board or the Federal Reserve Bank of Atlanta, which the parties to this Mortgage shall agree to be submitted information required by Lender to evaluate the transfer as if a mortgage were being made in this jurisdiction.

17. **Acceleration Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender in enforcing this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender the sums due under this Mortgage and the Note and no acceleration occurred; (b) Borrower cures any breach of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees and costs of document.

19. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

20. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

21. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

22. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

23. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

24. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

25. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

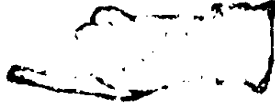
26. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

27. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

28. **Acceleration Remedies.** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants set forth hereunder, Lender may, without notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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Return to:
Household Finance Corporation
961 Welgel Drive
Evanston, IL 60126



ELIZABETH L GHANOSKI (412400)
1780 S MALEM
NORTH RIVERSTON, IL 60546
(Address)



This instrument was prepared by:

Elizabeth L. Ghanoski
6th day of April, 1993

My commission expires:

I, ELIZABETH L. GHANOSKI, a Notary Public in and for said county and state, do hereby certify that SCOTT R. HOMOLKA AND MARY L. HOMOLKA, HIS WIFE, IN JOINT TENANCY, who personally appeared before me this day in person, and acknowledged that I be they signed and delivered the said instrument, subscribed to the foregoing instrument, free voluntary act, for the use and purposes therein set forth.

STATE OF ILLINOIS, County of COOK
SCOTT R. HOMOLKA
Scott R. Homolka
MARY L. HOMOLKA
Mary L. Homolka

By the undersigned, Borrower has executed this Mortgage...
The Borrower shall pay all costs of recording, if any.
Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge...
Lender shall be entitled to have a court appointed receiver to collect the rents of the Property and to collect the costs of the receiver, including those paid due. All rents collected by the receiver shall be applied first to payment of the costs of the Property and secondly to the payment of the sums secured by this Mortgage.