

# UNOFFICIAL COPY



WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91718-0015

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

## Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN      LOAN NO. 1546424-1

This Mortgage, made this 19th day of APRIL, 1993, between  
ROBERT E. FENOLIO AND GLORIA A. FENOLIO, HIS WIFE

**93291155**

herein called **BORROWER**, whose address is 2301 NORTH ELM STREET  
(number and street)

RIVER GROVE  
(City)

IL.  
(State)

60171  
(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 23 IN BLOCK 2 IN N. O. SHIVELY & COMPANY'S FULLERTON AVENUE PARK ADDITION, BEING A SUBDIVISION (EXCEPT FOR THE RAILROAD RIGHT OF WAY) SOUTH OF THE INDIAN BOUNDARY LINE, THE EAST 20 ACRES OF THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 2301 NORTH ELM STREET, RIVER GROVE, IL. 60171

PTN: IL-34-203-022-0000

DEPT-11 RECORD-7      #27.50  
130013 TRAN 0632 04/20/93 13:56:00  
#4088 # \* -93-291155  
COOK COUNTY RECORDER

**93291155**

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Together with an 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 allow, or provide for, 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 validity 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 \$ 54,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MAY 10, 2033 made by Borrower payable to Lender or order and all modifications, extensions or amendments thereof; (2) Payment of such sums as may be incurred by Lender or order or may otherwise be due to Lender under any provision of this Mortgage and all modifications, extensions or amendments 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 in or for the construction, improvements on such property, or 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 all covenants, conditions and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other agreements relating to Borrower's interest in, or defined as, Borrower's right in respect to such property; (6) Compliance by Borrower with all other covenants, conditions and agreements to be performed by Borrower under any declaration of covenants and 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 covenants, conditions and agreements or other charges if the same have not been paid or valid legal steps taken to enforce such payments within 90 days after the written request is made; (7) All Lender's costs of payment with interest thereon of any other present or future indebtedness or obligations of Borrower or any successor in interest of Borrower to such property; due to Lender, whether contracted directly or indirectly or by operation of law; (8) Payment, whether due or not, whatever otherwise so provided for in or whether existing at the time of the execution hereof or thereafter appearing thereafter, the exact use of said funds to be ascertained 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.

93291155

TO PROTECT THE SECURITY OF THIS MORTGAGE BORROWER AGREES

1. Construction or Improvements. To complete in good and workmanlike manner any building or improvement or repair relating to the property which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and materials...

2. Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, demolish or remove any building thereon, to restore promptly and in good workmanlike manner any building which may be damaged or destroyed...

3. 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 at the date 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 hereon, Lender may elect to pay any premiums thereon as to which Borrower...

5. Taxes and Other Sum Due. To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes affecting such property; (b) any delinquent, all special assessments for public improvements, (c) on demand of Lender but not later than the date such amounts become due...

6. Impoundments. To pay to Lender, in addition to the other payments required hereunder, monthly advance installment, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage referred to in this paragraph...

7. Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest, to Borrower of such property, whether by way of judgment, settlement or otherwise, (a) for injury or damage to such property or any part thereof, or any part of the same, or any part of the same, or any part of the same, or any part of the same, or any part of the same...

8. Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation, for public use or injury to such property, for injury or damage to such property, or for any other cause, shall be paid to Lender, or to such other party as Lender may determine, or to the option of Lender...

9. Litigation. Borrower shall defend and pay the costs of any action or proceeding brought by or against Borrower or Lender, or any other party, in any such action or proceeding, whether or not such action or proceeding is brought by or against Borrower or Lender, or any other party, in any such action or proceeding...

10. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

11. Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and covenants of the instrument by which such property is leased, and to execute any assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions...

12. Lender may be required to pay the costs of any action or proceeding brought by or against Borrower or Lender, or any other party, in any such action or proceeding, whether or not such action or proceeding is brought by or against Borrower or Lender, or any other party...

13. Lender may be required to pay the costs of any action or proceeding brought by or against Borrower or Lender, or any other party, in any such action or proceeding, whether or not such action or proceeding is brought by or against Borrower or Lender, or any other party...

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(24) Future Advances. Upon request of Borrower, Lender at its option prior to maturity 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 HEREIN ABOVE SET FORTH

Signature of Borrower

*Robert E. Fenolio*  
ROBERT E. FENOLIO

*Gloria A. Fenolio*  
GLORIA A. FENOLIO

57291154

State of Illinois *Cook*  
*The Undersigned*

County ss.

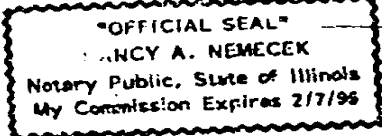
a notary public in and for said county and state, do hereby certify that

ROBERT E. FENOLIO AND GLORIA A. FENOLIO, HIS WIFE

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 *19th* day of *April*, 19*93*

My commission expires:



Notary Public

LOAN NO. 1546424-1