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THE LAW OFFICES OF DKT&J

MAILED OR COPIED MAIL TO

HOME SAVINGS OF AMERICA

LOAN SERVICE CENTER

P.O. BOX 8006

CITY OF INDUSTRY, CALIFORNIA 91748-0016

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

**MORTGAGE AND Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN      LOAN NO. 1089976-A**

This Mortgage, made this 30th day of APRIL, 1993, between

KOURUSH T. YOUSHAEI, A BACHELOR

Borrower called BORROWER, whose address is 605 CHERYL LANE

(number and street)

REVERWOODS  
(city)

IL  
(state)

60016  
(zip code)

, AND

and HOME SAVINGS OF AMERICA, INC., a corporation herein called LENDER, whose address is 4000 Lovegrade Road, Bellwood, California 91708.

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

LOT 3 IN BLOCK 17 IN NORTHBROOK MANOR, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE NORTHERLY 16' RODS OF THE EASTERNLY 40' RODS THEREOF AND THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9,  
TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED AUGUST 12, 1994 AS DOCUMENT #549672, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2511 ILLINOIS ROAD, NORTHBROOK, IL 60062

PTIN: 04-09-308-009

: DEED REC'D RECORDING  
: TUES, JUN 99 1993 05/02/93 11117100  
: 4751 S W 93-345457  
: CO. COUNTY RECORDER

93345457

2700

33345457

Together with all 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 supply air conditioning, 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, ringed, geyser, 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 winter 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 severally 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 \$ 112,800.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MAY 10, 2006, made by Borrower, payable to Lender or to Lender and all middlemen, executors or co-trustees or co-tenants thereof, (2) Payment of such sums as may be incurred, paid out, or are paid by Lender or paid, 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 documents executed by Borrower relating to the loan secured hereby, (4) Performance of all the obligations secured hereby or any part thereof is for the payment of construction payments on such property, or (5) Any account agreement of Borrower contained in any bedding loan agreement or other agreement between Borrower and Lender relating to such property or the performance and keeping by Borrower of any of the covenants and agreements contained in the lease and any and all other documents executed by Borrower pursuant to the terms of any lease and any and all other documents executed by Borrower relating to the performance of the Borrower's obligations thereunder, (6) Any and all obligations pertaining to the payment of taxes, insurance, assessments, charges, or other expenses of the property, or (7) Any and all judgments, liens and encumbrances, or other debts or obligations of Borrower, arising from or in connection with the property, or (8) The enforcement by Borrower of any right or remedy against any person or persons holding title to the property, or (9) The payment of all amounts of principal and interest due on such payment within 90 days after the date of the original note, (10) All other amounts payable to Lender, or (11) The payment of any amount of future indebtedness of Borrower to Lender, or (12) Any amount of indebtedness of Borrower to any other party, whether created directly or acquired by operation of law, or (13) Any amount due to Lender, whether or not otherwise accrued, or whether existing at the time of the execution of this Mortgage, or thereafter. The events and/or acts listed above are deemed exercisable by Lender in accordance with the terms of this Mortgage, provided however, that no agreement of Borrower to pay less or more money to the Lender whether or not herein set forth, if payment of charges are allowed by law when such charges are made, for any statement regarding this obligation secured hereby.

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**Part V. General Information about Other Countries**

After the first year of the project, we have learned a lot about the challenges of working with the community and the importance of involving them in every step of the process. We have also learned about the strengths and resources available in the community, which has been instrumental in our success. We are grateful for the support of the community and look forward to continuing our work together.

The first step in the process of creating a new product is to identify the target market and the needs of the potential customers. This involves conducting market research to understand the demographics, psychographics, and behaviors of the target audience. Once the target market is identified, the next step is to define the product's features and benefits. This involves identifying the unique selling proposition (USP) of the product and how it will solve a specific problem or meet a specific need of the target market.

• **Access and Object-Oriented Data**  
o Object-oriented approach to data storage and retrieval, which separates data from its behavior.  
o Involves defining objects as classes, which define the properties and methods of the objects.  
o Objects can interact with each other through message passing.

**ANSWER** The answer is (A). The first step is to determine the total number of ways to choose 2 people from 10. This is given by the combination formula  $\binom{10}{2}$ , which equals 45.

Both the *Journal of Clinical Endocrinology* and *Journal of Internal Medicine* have accepted my paper on the effect of oral contraceptives on plasma glucose and insulin levels. The *Journal of Internal Medicine* has also accepted my paper on the effect of oral contraceptives on plasma glucose and insulin levels.

After the initial period of adjustment, the model performs well in predicting the future values of the variables. The R-squared value is approximately 0.85, indicating a good fit of the model to the data.

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(c) **Prepayment Charge.** Notwithstanding any other provision contained herein, Borrower shall pay a *lump sum charge* with the prepayment of any principal amount due hereunder to the extent provided by applicable law, notwithstanding the fact that Borrower shall have paid all or any part of such principal amount hereunder prior thereto, shall have declined to do so, or has by agreement defered payment of any principal amount hereunder.

(d) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment of principal or interest as required by this Mortgage, or failing in any other way agreed not to do, Borrower shall be in default under this Mortgage. The Lender without notice may thereupon declare all sums secured hereby immediately due and payable. There will be a grace period of ten days, and notwithstanding the failure to pay, if the same may fall due, to the same time for payment of the same, and thereafter, if the sum so due remains unpaid, the Lender may sue for judgment for payment of the same, and the Lender's judgment is or appears to be in excess of the amount so due, the Lender will offset the same by such lesser payment(s) as may be expended on the date of the filing of the action.

(e) **Amount Advanced to Borrower and to the Lender to Indebtedness.** To pay amounts due upon demand, including amounts advanced to Borrower under any loan or prepayment of this Mortgage. Any such sum, and its unpaid interest accrued thereon, shall be included in the same interest rate as may be adjusted from time to time, as set forth above, and shall be included in the amount to be secured by this Mortgage.

(f) **Application of Funds.** Lender shall have the right at the direction of the trustee to direct the payment of principal, interest, and other amounts constituting Borrower's indebtedness or obligations secured hereby.

(g) **Obligation of Borrower Joint and Several.** Should more than one person be named as Borrower, the obligation of Borrower shall be joint and several obligation of each such person.

(h) **Acceleration Clause; Right of Lender to Declare All sums Due on any Breach.** If to Lender shall have the right, at his option, to declare all indebtedness and obligations secured hereby, or any note or agreement concerning the same due and payable within 10 days after such declaration if (a) Borrower or any one co-secured borrower of this Mortgage or any part thereof, or any part thereof, or either his/her or any interest therein, becomes delinquent, whether caused by voluntary or involuntary, or becomes an hypothecary in any part thereof for a term of time more than 3 years, or changes or transfers title to such property, or sells or leases such property, or causes or induces any hypothecary for the selling for or collecting of any credit due or due and payable in any interest of any kind or character for such property, or (ii) Borrower is in partnership and the interest of a partner in the particular transaction, and (iii) Borrower is in corporation and more than 75% of the corporate stock thereof is sold, transferred or recognized as sold, in a 12 month period, or (iv) Borrower is a trust and there is a change of beneficial interest with respect to more than 50% of the property, or (v) Borrower has made any material representation or failed to disclose any material fact in the certain documents and action without cause or mistake by Borrower in order to induce Lender to enter into this Agreement or any of the promissory notes or agreements which it is Mortgagee hereunder.

(i) **No Waiver by Lender.** Nowhere by Lender of any right under this Mortgage shall be after the same given up or waived. **Waiver by Lender of any right granted to Lender under this Mortgage or any provision of this Mortgage.** A County Court or an Arbitrator shall not be bound by any waiver or release of any claim or cause of action by Lender against Borrower or trustee. By an equal payment of any sum secured hereby, after the due date of any sum due and payable, and Lender exercises the right to exercise his power to sell at any time with or without notice by notice in writing to Borrower, *dated to* Borrower at his last known address, by my receipt, no expenses are to be incurred by Lender, shall be now or hereafter due and payable by Borrower in payment of any indebtedness, secured hereby, or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, *without regard to the adequacy of any sum due by the indebtedness secured hereby*, Lender the usual ways its right to enforce prompt payment when due of all other sums so secured, to require prompt performance of all other acts required hereunder, or to declare a default for failure to observe or perform any of the following acts:

(j) **Right to Modify in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower or any successor in interest to Borrower, and Lender.

(k) **Right to Collect and Execute Remotely or by Mail.** Notwithstanding any other provision contained herein, Lender hereby grants permission to Lender to file suit and/or sue in the name, interest, and profit of such property as they become due and payable, but Lender reserves the right to exercise his power to sell at any time with or without notice by notice in writing to Borrower, *dated to* Borrower at his last known address, by my receipt, no expenses are to be incurred by Lender, shall be now or hereafter due and payable by Borrower in payment of any indebtedness, secured hereby, or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, *without regard to the adequacy of any sum due by the indebtedness secured hereby*, Lender the usual ways its right to collect and/or sue in the name, interest, and profit of such property, or any part thereof, makes, cause, enforces or readily locus to obtain and open for judgment, or modify, rectify, or otherwise alter the terms, conditions, interests and profits thereof, including those judgments and unpaid, and apply the same, less costs and expenses of collection and enforcement, upon any indebtedness secured hereby and such judgment, and thereby determine and collect from the property, Lender shall not be liable to any person for the collection of any collection of any property, income or profit, nor the failure to exercise or interfere with any of the foregoing rights. The entering upon and taking possession of such funds, income, or profit, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or hold a default but inure or invalidate any act done pursuant to such rights.

(l) **Nonrecourse.** Recrelessly herein provided shall be the exclusive of any other remedy herein or now or hereafter existing by law, but shall not be construed as a power or remedy, hereby given to Borrower or to Lender or to *any creditor of them in right of otherwise entitled*, may be exercised from time to time and often as may be deemed expedient by them, and either of them may pursue an independent remedy. It Concludes but denies any additional security for any obligation incurred hereby, it may exercise his right thereof at his option, *either before, concurrent with, or after, any Mortgagee's sale or made hereunder, and on any demand of Borrower*, Lender may, at his option, either *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 his option, without any obligation so to do, and without affecting the obligatoriness hereof, to apply toward the payment of any indebtedness incurred hereby, any and all sums of money, or credits of or belonging to Borrower, and which he or Lender may have in his possession or under his control, including, among other things, any amounts held by Lender under paragraph (h) hereof.

In order to secure the debtors and certainty of this 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 release Borrower from paying installments on the obligations secured hereby as they become due.

(m) **Forcible Entry of Mortgagor.** When the indebtedness hereby secured shall be one 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 indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by Lender on behalf of Lender for attorney fees, appraisers fees, outlays for the maintenance and support evidence, stenographer's charges, publication cost and costs of necessary advertisements, and other expenses, by reason of the Mortgage or any indebtedness hereby secured, (a) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not a suit is commenced, (b) preparation for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, (d) 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 aforementioned in this paragraph second, all other sums which under the terms hereof constitute indebtedness secured by this Mortgage, third, any surplus to Borrower, his legal representatives or assigns, as their rights may appear.

(n) **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 sale, without regard to the solvency or insolvency at the time of application for such receiver, or 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 then occupied as a homestead or not. Such receiver or Mortgagee 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 times when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other sum which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application made prior to foreclosure sale *in control of a judicial sale*, the property, in so much thereof as may then be affected by this Mortgage, may be sold in one part.

(o) **Waiver of Statute of Limitations.** Time 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.

