

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

27 JUN 1999  
**94487676**

09 JUN - 1 PM 12:30

**94487676**

DOCUMENT PREPARED BY  
ROBERT B. ANDERSON  
WHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015  
ALL NOTICES TO LENDER SHALL BE MAILED  
OR DELIVERED TO THE ABOVE ADDRESS.

Mortgage and Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1697480-0

This Mortgage, made this 27th day of MAY, 1994, between  
ROBERT G. GOODSELL AND BARBARA A. GOODSELL, HUSBAND AND WIFE

herein called BORROWER, whose address is 429 CHERRY LANE

(number and street)

GLENVIEW  
(city)

IL  
(state)

60025  
(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 43 IN NIXON'S GREENWOOD CENTRAL DEVELOPMENT UNIT C, A SUBDIVISION OF PART OF THE EAST 1/2 OF NORTHEAST FRACTIONAL 1/4 OF SECTION 10 AND PART OF THE WEST 1/2 OF NORTHWEST FRACTIONAL 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 510 POPLAR LANE, GLENVIEW, IL. 60025

PTN: 09-11-105-055-0000

**94487676**

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) 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-cooling, 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 lien 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 \$ 112,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of JUNE 5, 2024, 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 constructing 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 each 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) At 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 contingent 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 allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

**BOX 333-CTI**



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(24) **Future Advances.** Upon receipt of Borrower's Lender at Lender's option prior to maturity of this Mortgage, may make Future Advances to Borrower. Such Future Advances, when included theron, shall be and held 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

112,000.00

(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.

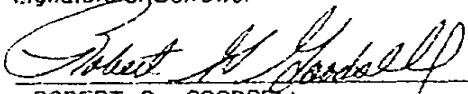
(30) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced 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.

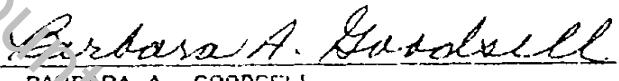
(32) **Adjustable Rate Mortgage Provisions.** The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment 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 G. GOODSELL



BARBARA A. GOODSELL

State of Illinois

Cook

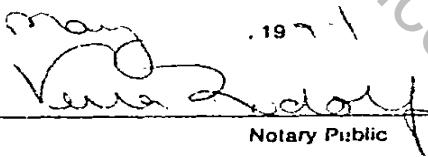
County as:

I, Veronica Rudolf, a notary public in and for said county and state, do hereby certify that ROBERT G. GOODSELL AND BARBARA A. GOODSELL, HUSBAND AND 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 27 day of

May . 1971

  
Notary Public

My commission expires:



LOAN NO. 1697480-C

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Secured such application may be of other than which prior to become superprior to the lien created by this mortgagee, may be sold in case of a judicial sale, the property, or so much thereof as may then be affected

Other powers which may be necessary for the performance of the functions of the central bank shall be exercisable by the Governor or by such other person as the Governor may authorise for the time being.

which the shall be then occupied as a homefield of the members who have or had personal or professional connections with the person or persons in question.

(2) Application for Reconsideration of my Appeal after the final decision of the Board of Appeals.

Accrued expenses include all costs and other expenses incurred to the firm to provide professional services to clients.

probably. The proceedings of any lottery held under or in connection with a lottery or raffle shall be open to the public and shall be published in the local newspaper of record or in the newspaper of record of the county in which the lottery or raffle is held.

The nature of this paper depends on the members of the community that it addresses. It is intended to be a general introduction to the concepts of leadership and management, and to provide a framework for the development of leadership skills. It is also intended to be a practical guide for those who wish to improve their leadership skills.

the property of the individual or entity that is the subject of the investigation. Such changes must occur before the value of the property can be expanded to include the individual or entity.

Leader shall have the right to propose the line he or she wishes to follow. In any suit to recover costs of sale of property and expenses incurred for documentation and expert witnesses, expenses which may be paid or recovered by the party of the other side shall be allowed and costs of attorney's fees, appraisals, and expenses which may be paid or recovered by the party of the other side shall be allowed as additional indemnities in the event of loss or damage to the property.

After the first few days of the campaign, the Borgia forces had suffered many losses, and the Pope's army was beginning to show signs of fatigue and disarray. The Pope, however, remained resolute, determined to see his plan through to the end. He knew that the Borgias were a powerful force, but he also knew that they were not invincible. He had faith in his own troops and in the strength of his cause. He believed that if he could hold out long enough, the Borgias would eventually be forced to retreat, and then he could strike a final blow and secure victory for his people.

performed and any undoubted success secured at his option, without any compensation or reward. Any improvements or additions thereto, or to any part or parts thereof, shall be the sole property of the Inventor, and he may retain all the rights thereto, and may sue for damages for any infringement thereof.

Leander needs any additional security for any application scenario whereby he can't be sure who is making the request. Leander's ledger is therefore secured by the ledger of Borrower, and the only detail of Borrower's ledger that Leander is interested in is his balance.

**RAMADAN.** No ramadán, hélein provided shan be exclusive of any other reawady herein or now or herofat extolling by law, but shall

the collection of primary sources of printed, oral, and visual materials, including manuscripts, printed books, periodicals, maps, prints, photographs, and other materials, which illustrate the history, government, literature, art, science, and culture of the United States and other countries.

any agreement or by reservation of any part thereof, except as otherwise provided in this instrument.

(\*) HIGHTECH CAD/GRAPHIC DESIGN HANDBOOK

(g) Mortgagor in writing signed by Borrower, or any successor in interest to Borrower, and Lender, may change or modify except as otherwise provided in this Mortgage or by law.

any game that Borower has programmed using a C-like language can be converted into Borower's assembly language. This makes it easier for Borower to learn new games quickly, as he can simply convert the assembly code into C and then use his existing knowledge of C to understand the game's logic.

(27) *NC* *Reversal* /-l/ → /r/ under conditions where syllable structure is affected by unnessary consonants.

seems to be changed, the character of use of such property by this or that kind of extractor or extractor-mixer is also changed. The characteristics of the process of mixing and the properties of the product are also changed. The general character of mixing of granulated sugar is changed, and more than 25% of the time of mixing is required.

to describe any individual character or organization specified in any note or specification made in connection therewith.

(15) Deliberation of Borrower Joint and Separate All Sums Due on Any Transaction, Etc. Lender shall have the right at its option to accelerate all obligations due under this Agreement and severance of each person named as Borrower, each obligation of Borrower shall be

14) Application of law for alternative dispute resolution methods such as mediation, arbitration, or conciliation, which may be used to resolve disputes arising from construction contracts.

[3] **Summary of Landscapes**  
Detailed description of the landscapes under consideration.

**1. Prepayment Charge** Should any prepayment be made before the due date, the amount of the charge will be calculated by reference to the following formula: