

UNOFFICIAL COPY

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BOX 97

THIS INSTRUMENT PREPARED BY:
L. CLUTTER
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 00015
CITY OF INDUSTRY, CALIFORNIA 91710-0015

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1693005-9

This Mortgage, made this 16th day of JUNE, 1994, between
ROBERT MARK CHAPMAN AND LAURA CHAPMAN, HIS WIFE AND ROY W. CHAPMAN, A BACHELOR

herein called BORROWER, whose address is 55 SOUTH WARRINGTON ROAD
(number and street)

DES PLAINES, IL

IL (state)

60016 (zip code)

94541916

and

and HOME SAVINGS OF AMERICA, FSB, a corporation herein called LENDER, whose address is 4800 Rivergrade Road, Irwindale, California 91706.

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

LOT 6 IN BLOCK 5 IN HERZOG'S THIRD ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 OF SEEGER'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 7 AND PART OF THE NORTH 1/2 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 11, 1983, AS DOCUMENT NUMBER 1498708, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 55 SOUTH WARRINGTON ROAD, DES PLAINES, IL. 60016

PTN: 09-18-113-006

DEPT-01 RECORDING \$27.00
T#0011 TRAN 2532 06/21/94 10:12:00
#732 + RV #94-541916
COOK COUNTY RECORDER

94541916

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-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 \$ 98,500.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of JUNE 20, 2034 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.

2700 (CS)

519051518

SEE A MODEL OF THIS INSTRUMENT

Maria

UNOFFICIAL COPY

THE BORROWER HEREBY AGREES TO THE TERMS OF THIS MORTGAGE. BORROWER AGREES TO COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND COVENANTS OF THIS MORTGAGE, AND TO HOLD THE LENDER HARMLESS FROM AND AGAINST ALL SUCH CLAIMS AND DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION, IN CONNECTION WITH THIS MORTGAGE.

1. Repairs and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any part of the property, and to promptly repair and replace any part of the property damaged or destroyed by fire, lightning, wind, flood, or other natural causes, and to promptly repair and replace any part of the property damaged or destroyed by fire, lightning, wind, flood, or other natural causes, and to promptly repair and replace any part of the property damaged or destroyed by fire, lightning, wind, flood, or other natural causes.

2. Construction of Improvements. In connection with any building or improvement or repair relating to the property, the Borrower shall obtain all necessary permits and approvals from the appropriate governmental authorities, and shall obtain all necessary permits and approvals from the appropriate governmental authorities, and shall obtain all necessary permits and approvals from the appropriate governmental authorities.

3. Disposition of Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender from any insurance policy covering the property, or from any condemnation or other recovery, shall be paid to Lender for the purpose of paying the principal and interest due on this mortgage, and any surplus shall be paid to the Borrower.

4. Tax and Other Sums Due. The Borrower shall be responsible for paying all taxes and other sums due on the property, and shall pay the same when due, and shall pay the same when due, and shall pay the same when due.

5. Life, Health or Accident Insurance. If the Borrower shall maintain life, health or accident insurance on the property, the Borrower shall maintain such insurance on the property, and shall pay the premium thereon, and shall pay the premium thereon, and shall pay the premium thereon.

6. Title and Casualty Insurance. The Borrower shall obtain and maintain title and casualty insurance on the property, and shall pay the premium thereon, and shall pay the premium thereon, and shall pay the premium thereon.

7. Lien and Priority. The Borrower shall be responsible for paying all taxes and other sums due on the property, and shall pay the same when due, and shall pay the same when due, and shall pay the same when due.

8. Assignment. The Borrower shall not assign, transfer, or otherwise dispose of all or part of the property, or of any interest therein, without the prior written consent of Lender.

9. Severability. If any provision of this mortgage is held to be unenforceable, the remainder of this mortgage shall remain in full force and effect.

10. Entire Agreement. This mortgage constitutes the entire agreement between the Borrower and Lender, and supersedes all other agreements, oral or written, between the Borrower and Lender.

11. Governing Law. This mortgage shall be governed by the laws of the State of California.

12. Waiver. The Borrower hereby waives all rights and remedies which the Borrower may have under any applicable laws or regulations, in connection with this mortgage.

13. Acknowledgment. The Borrower acknowledges that this mortgage is a voluntary conveyance, and that the Borrower is executing this mortgage of his own free will and without any duress, coercion, or undue influence.

14. Signatures. The Borrower and Lender have signed this mortgage, and the same shall be binding on the Borrower and Lender.

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(24) Future Advances. Upon receipt of Borrower's Lender at Lender's option prior to release 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 HEREBINAFORE SET FORTH.

Signature of Borrower

Robert Mark Chapman
ROBERT MARK CHAPMAN
Roy W. Chapman
ROY W. CHAPMAN

Laura Chapman
LAURA CHAPMAN

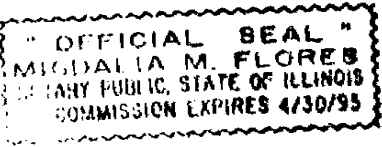
State of Illinois Cook County ss:

I, THE Undersigned, a notary public in and for said county and state, do hereby certify that ROBERT MARK CHAPMAN AND LAURA CHAPMAN, HIS WIFE AND ROY W. CHAPMAN, A BACHELOR

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 10 day of JUNE, 1994
My commission expires 4/30/94

[Signature]
Notary Public



LOAN NO. 1693005-9

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