

UNOFFICIAL COPY

9438926

MAIL TO



THIS INSTRUMENT PREPARED BY:

221 - G. DUFFY

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

LOAN SERVICE CENTER

P.O. BOX 60016

CITY OF INDUSTRY, CALIFORNIA 91716-0016

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

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1692879-8

This Mortgage, made this 27th day of JUNE, 1994, between

ANTHONY S. WALDENMAIER AND DEBORAH *xx* WALDENMAIER, HUSBAND AND WIFE
and wife

herein called BORROWER, whose address is 2122 GARDNER ROAD

(number and street)

WESTCHESTER
(city)IL
(state)60154
(zip code)

, 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 12 AND LOT 13 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST AND ADJOINING IN BLOCK 9 IN NEW PROVISO, BEING A SUBDIVISION OF THE SOUTH 26.42 CHAINS OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 71 TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2122 GARDNER ROAD, WESTCHESTER, IL. 60154

PTN: 15-21-424-021 15-21-424-022

DEPT-01 RECORDING	\$27.50
T#0014 TRAN 2111 07/05/94 15105100	
01582 # AR #--94-583926	
COOK COUNTY RECORDER	

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and, (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 title of this Mortgage on any such property. 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 \$ 124,000.00 note of even date herewith and having a final maturity date of JULY 6, 2034, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sum 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 such 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 loan 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 covenant, condition and restriction purporting 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 creation 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 form 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.

9438926

UNOFFICIAL COPY

1919) *Letter on Laramiehead Estate*. A more prosaicly technical letter, this concerns the transfer of ownership of the Laramiehead Ranch from the estate of the late Mr. Laramiehead to the heirs. It also discusses the sale of timber and the payment of taxes.

may be required to obtain a zoning variance, and no variance may be granted if the proposed use would be inconsistent with the zoning classification.

you don't have to do it all at once. You can start by picking one or two areas to focus on and gradually expanding your knowledge and skills over time.

The following section provides an overview of the proposed procedure for determining the minimum number of samples required to detect a difference in the mean response between two groups.

Proposed, however, as a means of such propagation or any individual's personal development, may be used to produce, or even to destroy, the conditions which, in turn, may bring about the destruction of the individual.

(b) Description of the Procedure followed, Condemnation of other Recovery. The amount recovered by tender or delivery of any property shall be paid.

the study of the dynamics of the system. The first part of the paper is devoted to the analysis of the system and the second part to the numerical simulation of the system.

Interest, or a contribution, with the understanding that it is loaned to another for a period of time, is called a loan. The person who makes the loan is called the lender, and the person who receives the loan is called the borrower. Interest is the amount paid by the borrower for the use of the lender's money.

1. A shareholder may exercise his/her right to inspect the books and records of the corporation for any purpose.

...and so on. In this situation, the *law of diminishing returns* applies, which means that as more resources are added to a fixed factor of production, the additional output produced by each additional unit of resource will eventually decrease.

in the development of any monocyte-like lymphocyte-like cell line, and differentiation of this cell line into a macrophage-like cell line, can be induced by treatment with phorbol ester.

During those years, I had the pleasure of meeting many great people and learning a lot about the industry. I also got to experience the challenges of running a business and the importance of having a clear vision and a strong team. Overall, it was a valuable and fulfilling experience that helped me grow as a professional and as a person.

(c) Impounds or fails to do so to prevent a dangerous animal so released from causing damage.

However, the same situation can be interpreted as a **Boomerang effect**. This may well be the case when a transfer of funds from one party to another party is intended to be a reward or a punishment.

and that can be inferred from the data to be predicted by the model. The goal is to find a function which maps the input variables to the output variable. This function is called a "predictor" or "regressor".

any other person, but the right to amount may either be sold or let by the owner of the building before the date of sale of the building. Building agreements to notify lessee of immediate action upon receipt by lessee of notice of any such action, but the right to amount may either be sold or let by the owner of the building before the date of sale of the building.

had a hand in it, so much that I could hardly get away from him. He was a good man, and I have no objection to his becoming a member of our party. But he is not a good man, and I have no objection to his becoming a member of our party.

and the corresponding \mathbf{B}_ext field. The effect of the external magnetic field is to increase the energy gap, as shown in Fig. 4(b). The effect of the magnetic field is to increase the energy gap, as shown in Fig. 4(b).

The first and only part of the original manuscript to be published was the section on the "Treaty and Other Similar Documents." The section on the "Treaty and Other Similar Documents" was published in the *Journal of International Law*, Vol. 1, No. 1, pp. 1-10.

and the *W* and *Y* genes are expressed in the same tissue and at the same time, and probably to the fact that the promoter of the *W* gene contains a GATA box.

Long-term, low-dose antibiotic application can lead to a reduced proportion of *Gram-negative* bacteria and increased proportion of *Gram-positive* bacteria. This shift in gut microbiota composition may be associated with increased risk of *Campylobacter* infection.

Consequently, the first step in the process of developing a new product is to identify the needs and wants of the target market. This involves conducting market research to understand the characteristics of the target audience, their purchasing behavior, and their preferences for different products and services. Once these needs and wants are identified, the next step is to develop a product concept that addresses them. This involves creating a detailed description of the product, its features, and its benefits, as well as determining its price, distribution channels, and promotional strategy. The final step is to test the product in the market through pilot sales or trials, and make any necessary adjustments based on feedback from consumers.

Figure 10. The relationship between the number of species and the number of individuals per species in the *Chlorophytum* community.

As a result, the new system will be able to identify and track individual patients more accurately, leading to better treatment outcomes and reduced costs. The system will also help to reduce the risk of medical errors by providing real-time feedback to healthcare providers.

17. Report and Recommendation of Property To keep this property in good condition and repair, free of debris and other material.

For more information about the Dunning-Krueger effect in marketing, see the following article by Dr. Michael H. Bond: "The Dunning-Krueger Effect in Marketing," *Journal of Marketing Research*, Vol. 42, No. 4, October 2005.

For more information about the study, contact Dr. Michael J. Hwang at (319) 356-4000 or email him at mhwang@uiowa.edu.

UNOFFICIAL COPY

(11) **Prepayment Charge.** Should any note or obligation secured hereby require Borrower to pay a fee in connection with the prepayment of any of the indebtedness secured hereby, to pay such fee to the extent permitted by applicable law, notwithstanding the fact that Lender shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums due and hereby immediately due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required in this Mortgage, or fail to perform any obligation incurred by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security herein, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, control or compromise any encumbrance, charge or lien which in its judgment is or appears to be prior or superior hereto, and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and shall such sum and interest thereon be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

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

(16) **Acceleration Clause; Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, assigns into a contract of sale, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be diverted, wholly or voluntarily or involuntarily or leases such property or any part thereof for a term of more than 3 years, or changes or permits it to be changed; (b) a character or use of such property, or drills or extracts or turns it into a lease for the drilling for or extracting oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property; or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred; or (c) Borrower in a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period; or (d) Borrower has a trust and there is a change of beneficial interest with respect to more than 25% of such property; or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in their certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into this transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(17) **No Waiver by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification 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.

(19) **Right to Collect and Recollect Rent and Profits.** Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property as they become due and payable, but Lender reserves the right to recollect such permission at any time with or without cause by notice in writing to Borrower, mailed to Borrower at his last known address. In any event, such permission to Borrower notwithstanding shall be revoked upon default 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, either in person, by agent, or by receiver, to be appointed by the court, and without regard to the inadequacy of any security for the indebtedness hereby incurred, enter upon and take possession of such property, or any part thereof, and, cancel, enforce or modify leases; obtain and eject tenants, set or modify rents, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses, of operation and collection, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues or profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereinafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and any or all of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the same thereof at its option, either before, contemporaneously with, or after any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset 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 its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums of money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any amounts held by Lender under paragraph (B) hereof.

In order to assure the definiteness and certainty of the 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 relieve Borrower from paying installments on the obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become 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 an additional indebtedness, in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges and costs may be estimated as to Roma to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to enforce its bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, (b) preparation for the commencement of any suit for foreclosure hereof after receipt of such right to foreclose whether or not actually commenced, (c) preparations 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 as are mentioned in this paragraph hereof, second, all other items 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.

(22) **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 notice, without regard to the solvency or insolvency at the time of application for such receiver, of 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 time 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 lien which may be or become senior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **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.

9-15-3926

UNOFFICIAL COPY

LICEN NU. 1692879-6

NOTARY PUBLIC STATE OF HAWAII
17 COMMISSION NO. 1652207

NOSIM 11-138

Digitized by Google

NOTARY PUBLIC

My Community Project 212197

THEY disagreed and developed the same treatment approach, which was named (9).

ANTHONY S. WALDENMAIER AND DEBORAH X. WALDENMAIER, HUSBAND AND WIFE

ANSWER

卷之三

Deborah X. Waldenmaier ANTHONY S. WALDENMAIER

ANSWER TO ANTHONY,

NOTICE OF DEFAULTRANDO. A NOTICE OF DEFAULTRANDO. A NOTICE OF DEFAULTRANDO. A NOTICE OF DEFAULTRANDO. A NOTICE OF DEFAULTRANDO.

(12) Adjustable Rate Mortgage. The Note which this Mortgagee secures is an adjustable mortgage loan on which the coupon rate, and therefore the monthly payments due under the Note, change from time to time according to changes in the interest rate.

(1) A notice to Bondholders, giving notice to the Borrower prepared for in the note of this mortgage may be served upon the Borrower at the address of the Borrower as it appears in Landor's records pertaining to the loan, and placed at the door of the Borrower provided that the notice is given in writing.

(e.g., *Waves of Homeless Borrower Harassment*) warns all right of homestead exemption in such property.

Many have also had down payment problems at one point in time who do not qualify for a loan due to low income or poor credit history. These individuals may qualify for a home loan if they have a job and steady income, and are willing to put down a larger percentage of the purchase price.

of this book to obtain more information provided by this Monitoring Agency.

192. Governing law; Separability. The loan agreement is made pursuant to, and shall be controlled and governed by, the laws of the state of residence of the borrower.

(2) Information and Disclosure Records. In order to my time during the continuation of this program may obtain and inspect such