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THIS INSTRUMENT PREPARED BY:

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

LOAN SERVICE CENTER

P.O. BOX 60015

CITY OF INDUSTRY, CALIFORNIA 91716-0015

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94589173

94 JUL 7 AM 10:29

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LUAN N.U. 1678206-2

This Mortgage, made this 1st day of JULY, 1974, between

INTERSTATE OIL COMPANY, A TEXACO INC.

herein called BORROWER, whose address is 43008 W. EMERALD WAY SOUTH

(number and street)

ALSTIP
(city)

IL
(state)

60658
(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:

LEGAL DESCRIPTION AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS 43008 W. EMERALD WAY SOUTH, ALSTIP, IL. 60658

PTIN: 24-27-400-014-0000 PIQ

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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, dairy, baking, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery, 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 \$
note of even date herewith and having a final maturity date of
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.

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(top) **Loan of an Infrared Filter**. The infrared filter was loaned by the University of California at Berkeley to the University of Michigan without the written consent of the donor.

many to do with the way in which the government has been used to further its own interests. The government has been used to further the interests of the rich and powerful, and to the detriment of the poor and the marginalized. This has led to a lack of accountability and transparency in government, and to a lack of trust in the government by the public.

Parties shall be bound by the arbitration award, and the court may not set aside such award except upon one of the grounds and in the manner provided in this section. The court may, however, set aside an award if it determines that the award was procured by corruption, undue influence, or other非法手段.

The final proposal, prepared to add detail to the basic proposal and detail the needs of the community, is to present a detailed proposal and recommendations to the Board of Education.

(d) Dispositions of the proceeds of any insurance policy, contributions to other charities, and amounts received by the transferor from the transferee.

This section describes the various types of agreements that may be entered into between the parties, including the terms and conditions of such agreements, as well as the rights and obligations of each party under them.

or differing from the original, including causes of action arising in tort or contract and causes of action for fraud or concealment and property of any party that would otherwise be controlled by it or any party that may be liable to it, its option to proceed in any court or tribunal of any state or territory of the United States or in any other jurisdiction where such action may be brought, and its right to apply the law of the state or territory in which the cause of action arises.

Dropout, whether by way of judgment, settlement or otherwise, for injury or damage to such property, or for damage to any part of the same, caused before or after the date of this mortgage, for damage of any kind, or in connection with the sale or delivery of the same, or for any other cause.

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor or in interest to Borrower of such importations as are required by law.

agreements such property, and such agreement shall constitute a modification of this Mortgagor.

any such liability, Leaser will not be liable for any amounts paid by Lessee under such lease, unless such amounts exceed the amount of any amounts paid by Lessee under such lease.

Instrumentalities creating such leaseshold, and oblige, it is required of the lessor, to furnish such information as may be necessary to make his power available with any instrumentality created by such provisions relating to any such power.

(3) fees of charges for services or supplies rendered to all costs, fees and expenses of this Mortgagor whether or not described herein;

shall be in default and may be secured hereby.
3. Taxes and Other sums Due. To pay taxes and charges due and unpaid so paid may be secured hereby.

any such policy or contract shall apply and all unpaid premiums thereunder shall revert to the beneficiary of, and pass to, the purchaser of the property covered by this instrument to the extent of his interest.

to, and pay the premium annually. Lenders shall not be liable for any insurable loss or damage to any insured property or any other property owned by the Borrower hereunder.

reducing the number of days required to complete the project. The manager can then use this information to make informed decisions about resource allocation and scheduling.

Under the terms of this Agreement, Lender shall remain in possession of the Collateral until such time as all amounts due under this Agreement have been paid in full.

provided for the same, and in such proportion, may be reasonably necessary to keep such property in the same condition reasonable wear and tear.

merchandise, and demand that the employer pay wages and benefits and assist them in their efforts to establish a workers' compensation movement.

permitted by law or by the lease, and in to perform all other obligations of Borrower under any building loan agreement relating to the property.

also agrees, subject to the contrary provision of this paragraph, to contribute to the compensation of his wife during his absence from home.

1. Construction of improvements, to complete in good and workable condition or ready for occupancy, and to loan proceeds to complete the same.