

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER 94624807  
P.O. BOX 80015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015

94624807



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

## Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

LICEN. NO. 1706100-A

This Mortgage, made this 14th day of JULY, 1994, between FERNANDO VILLASQUEZ AND MARY P. VILLASQUEZ, HUSBAND AND WIFE AND EUGENE J. PEREZ, MARRIED TO SARAH PEREZ,

herein called BORROWER, whose address is 7152 WEST 72ND STREET

(number and street)

CHICAGO

IL

IL

(state)

60638

(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 250 IN FRANK DELL'S ADDITION TO HIGHLANDS, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF RAILROAD RIGHT OF WAY ACQUIRED BY CONDEMNATION IN THE COUNTY COURT OF COOK COUNTY, ILLINOIS IN CASE #3054, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 7003 WEST 73RD STREET, CHICAGO, IL 60638

PTIN: 15-80-111-006

• DEPT-01 RECORDING \$29.50  
• T#11111 TRAM 5973 07/18/94 15:36:00  
• \$5678 + CG \*-94-624807  
COOK COUNT: RECORDER

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, dining, fishing, 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 \$ 100,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of JULY 10, 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.

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<sup>11</sup>) learn on cross-period series such as price dynamics in a single market or the evolution of a single variable over time.

brought by the lender to foreclose his Mortgage.

may be affected by such action, including, but not limited to, any action for the conveyance or partition of such property and any suit dependent on otherwise, and irrespective of whether the interests of Lender in such property or the rights of powers reserved

the line has been laid, programming to affect the line before it and proceeding to lay necessary drums and sections to provide for recovery to any damage to or destruction of such property. And Landor is hereby authorized, without application to do, to proceed at any time, or under any such section, whether brought by or against Bergner or his agent, whether or not judgment be entered in any action or proceeding; and Landor may appear or

reimbursed to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of more than one of such applications or rollovers shall default or notice of default hereunder or shall fail to make payment when due, then Borrower shall defend this suit in any action or proceeding purporting to affect such other party's interest in the collateral or any part thereof.

The foregoing provisions and all lander shall request the Commissioner to award such damages and costs as may be necessary to make good the loss sustained by him in consequence of the non-observance of any provision of this section.

This is a large tag of my release as any anomalies so received by it or any part thereof, as lender may be, is optional and appears in and processes in its own behalf to execute any further assignments of such cause of action and may be necessary to effectuate the original charges to procure proceedings to enforce any such claim against the instruments as from time to time may be necessary to effectuate the same.

In addition, if in connection with the transaction in which you are party to a partnership or joint venture, you are required to pay part of the expenses of such partnership or joint venture, you may apply such proceeds to the sums so secured by this Mortgagor or any defalcation under the terms of the agreement or articles of incorporation of such partnership or joint venture.

(4) **Connexion with Any Other Property.** Whether by way of judgment, settlement or otherwise, (a) for injury to such property, (b) for damage to such property, (c) in connection with any other property, whether or not it is owned by the same person, (d) for damage to such property, (e) for damage to such property, (f) for damage to such property, (g) for damage to such property, (h) for damage to such property, (i) for damage to such property, (j) for damage to such property, (k) for damage to such property, (l) for damage to such property, (m) for damage to such property, (n) for damage to such property, (o) for damage to such property, (p) for damage to such property, (q) for damage to such property, (r) for damage to such property, (s) for damage to such property, (t) for damage to such property, (u) for damage to such property, (v) for damage to such property, (w) for damage to such property, (x) for damage to such property, (y) for damage to such property, (z) for damage to such property.

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

exemptions, my monies paid to Lender may pay such obligations whether before or after his or her death, and shall not be includable in the amount due and payable under the terms of this Note.

against such property, and such agreement shall constitute a modification of this Mortgage.

as to affect this Mortgagee, the holder of this Mortgage and of the conditions which securites shall have the right to require payment of the sum and the interest due on a date to be specified by not less than 30 days, written notice to be given to Borrower by Lender provided, however, that such election shall be effective if Borrower pays such tax within ten days after receipt of such notice.

In the event of the passage of any law dealing with the value of real property for the purposes of taxation any heir thereon, or changing in any way the laws for the taxation of real property, the value of the property shall have the right to declare the particular taxes, so as to pay such taxes according to the provisions of any law, and the heirs shall be liable for the same.

expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon receipt by Borrower of any amount of any tax or other charge imposed by any governmental authority in respect of such property.

any such policy, and agrees that any and all unexpired insurance shall remain to the benefit of, and pass to, the purchaser of the property pursuant hereto; and any information concerning the loan secured hereby borrower hereby assents to lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall remain to the benefit of, and pass to, the purchaser of the property.

releasing Borrower from any obligation so to do, without notice to or demand upon Borrower and without requesting payment or otherwise such instrument. Lender, but without notice to or demand upon Borrower and without notice to or demand upon Borrower, may obtain such instrument by any other means or procedure, including, but not limited to, Lender's right to sue for collection of any amounts due under the Note or any other instrument or agreement between Lender and Borrower.

(3) Fire and Casualty Insurance. To provide additional protection in case all times fire and other types of insurance with respect to such equipment as at the date of this mortgage.

permits of reusing any alterations of improvements to be made before, or to commit or permit waste thereon, so to commit, suffer or permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, lumiigate and prune; and to do all other acts that will suffer or permit any act upon such property to use of such property may be necessary to keep such property in the same condition (reassonable wear and tear) as it was at the time of its original construction, with such alterations and improvements as may be necessary to make it fit for its intended purpose, and to do all other acts that will not injure or damage the property or any part thereof.

(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to subdivide it after removing any buildings therefrom, to replace promptly and in good workmanlike manner any buildings which may be damaged or destroyed by fire, lightning, theft, damage from termite infestation, or any other cause, to pay all claims for labor performed and materials furnished, but not damages thereto, to demolish any buildings which may be damaged or destroyed by fire, lightning, theft, damage from termite infestation, or any other cause, to repair such property to its original condition and repair, not to permit any demolition or removal of any building or structure, to keep such property in good condition and repair, not to subdivide it after removing any buildings therefrom, to replace promptly and in good workmanlike manner any buildings which may be damaged or destroyed by fire, lightning, theft, damage from termite infestation, or any other cause, to pay all claims for labor performed and materials furnished, but not damages thereto, to demolish any buildings which may be damaged or destroyed by fire, lightning, theft, damage from termite infestation, or any other cause, to repair such property to its original condition and repair, not to permit any demolition or removal of any building or structure.

inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender; within fifteen (15) days after written notice from Lender of such nonconformance; (e) to perform all other obligations of Borrower under any building loan agreement to such party.

Incurred therefore, and does not to permit any mechanism's been implemented by the loan secured thereby, to pay when due all amounts incurred which may be required in such property of compensation for damage to the contrary notwithstanding, (2) to promptly commence work and to complete the proposed improvements promptly (b) to complete same in accordance with plans and specifications as approved by lender (c) to allow lender to also agrees, anything in this mortgage to the contrary notwithstanding, (d) to completely compensate the proposed

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State of Illinois

County of Cook

I, the undersigned  
Fernando Villagomez and Mary P. Villagomez, husband and wife and Eugene J. Perez, married  
to Sarah Perez

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

(5<sup>th</sup>)

day of July

1894

Kelli R. Winsky

Notary Public



LOAN NO. 1706100-3

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Property of Cook County Clerk's Office

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(24) **Future Advances.** Upon receipt of Borrower, 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 the 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

10%

(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 cross-claim, 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

*Eugene J. Perez*  
EUGENE J. PEREZ  
REMANTE VILLAGOMEZ  
*Eugene J. Perez*  
EUGENE J. PEREZ

*Sarah Perez*  
SARAH P. VILLAGOMEZ  
*Sarah Perez*  
Sarah Perez married to Eugene J. Perez

State of Illinois Cook

County ss:

I, the undersigned

a notary public in and for said county and state, do hereby certify that

Sarah Perez, married to Eugene J. Perez

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_  
met this day in person, and acknowledged that \_\_\_\_\_ she signed and delivered the same instrument as \_\_\_\_\_ free and voluntary  
act, for the uses and purposes therein set forth.

is subscribed to the foregoing instrument, appeared before  
me this day in person, and acknowledged that \_\_\_\_\_ she signed and delivered the same instrument as \_\_\_\_\_ free and voluntary  
act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of July, 1994

*July 14, 1994*

*Arlene Petrik*

Notary Public

My commission expires:



\*SIGNING STRICTLY FOR THE SOLE PURPOSE OF WAIVING MY HOMESTEAD RIGHTS IN THE PROPERTY  
LOCATED AT 7025 WEST 73RD STREET, CHICAGO, IL 60635

LOAN NO. 17061600-S

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