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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

94931726

1994 NOV -1 AM 3:12

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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 LOAN NO. 1735955-5

This Mortgage, made this 24th day of OCTOBER, 1994, between  
BEATRICE M. MACK, DIVORCED AND NOT SINCE REMARRIED

*JFM*

herein called BORROWER, whose address is 5025 SOUTH WOODLAWN AVENUE, UNIT 3  
(number and street)

CHICAGO  
(city)

IL  
(state)

60615  
(zip code)

,and

and HOME SAVINGS OF AMERICA, FSB, a corporation herein called LENDER, whose address is 4900 Rivergrade Road, Irwindale,  
California 91708.

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 5025 SOUTH WOODLAWN AVENUE, UNIT 3, CHICAGO, IL. 60615

PTN: 20-11-212-114-1003

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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, 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 \$ 65,000.00 with interest thereon, according to the terms of a promissory  
note of even date herewith and having a final maturity date of NOVEMBER 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 execu-  
tion 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 333-611

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(24) Future Advances. Upon request 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 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 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 HEREINABOVE SET FORTH.

Signature of Borrower

Beatrice M. Mack  
BEATRICE M. MACK

State of Illinois OF COOK County ss:

I, THE UNDERSIGNED a notary public in and for said county and state, do hereby certify that BEATRICE M. MACK, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the same instrument as HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of OCTOBER, 1994

My commission expires:

Brenda W. Jones  
Notary Public



LOAN NO. 1735955-5

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(11) Prepayment Charge: Should any note or obligation secured hereby require Borrower to pay a fee in connection with the prepayment of any...

(12) Failure of Borrower to Comply with Mortgage: Should Borrower fail to make any payment or to do any act required in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default...

(13) Summation 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 hereon and bear...

(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 or such...

(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 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...

(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. 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 revoke 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, or automatically 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 adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property, or any part thereof; make, cancel, enforce or modify leases; obtain and...

(19) Right to Collect and Retain Rents, Income, Issues 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 revoke 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, or automatically 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 adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property, or any part thereof; make, cancel, enforce or modify leases; obtain and...

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UNIT NO. 3 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

THE NORTH 47 FEET OF THE SOUTH 97 FEET OF LOTS 50, 51, 52, AND 53 AND THE NORTH 47 FEET OF THE SOUTH 97 FEET OF THE WEST 20 FEET OF LOT 54 IN DUNHAM'S SUBDIVISION OF THE SOUTH 661 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION MADE BY HYDE PARK FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 20268551; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Property of Cook County Clerk's Office

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