

64195740
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THIS INSTRUMENT PREPARED BY:

L. CLUTTER

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

LOAN SERVICE CENTER

P.O. BOX 80015

CITY OF INDUSTRY, CALIFORNIA 91716-0015

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1664318-1

This Mortgage, made this 10th day of FEBRUARY, 1994 , between
CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE
UNDER A CERTAIN TRUST AGREEMENT DATED APRIL 17, 1987, AND KNOWN AS TRUST NO. 1089849

herein called BORROWER, whose address is 171 NORTH CLARK STREET

(number and street)

CHICAGO
(city)

IL
(state)

60601
(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 13 AND THE NORTH 1/2 OF LOT 14 IN BLOCK 7 IN HANSON'S SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 2240 NORTH MONITOR, CHICAGO, IL. 60639

PTN: 13-32-210-020

• DEPT-01 RECORDING \$27.50
• T80000 TRAN 6731 03/02/94 11:17:00
• #2807 \$ *--94-195740
COOK COUNTY 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, 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 \$ 63,700.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of FEBRUARY 15, 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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first obtained

(10) **Loan on Leasehold Estate.** If such property includes a leasehold interest, or the lessee has the right to renew it, without written consent of lessor, or modify the leasehold interest, or the terms of which he can lawfully do so, without written consent of lessor, or modify his and provisions of the instrument creating such leasehold. Borrower also agrees not to amend, change,

Landlords may be liable for damage caused by visitors to their property if they fail to take reasonable steps to prevent such damage occurring.

improvement in the quality of life and reduction of economic burden on the family and society. The main goal of geriatric psychiatry is to prevent deterioration of mental function and reduce the risk of further decline by addressing physical, social, and psychological factors that contribute to cognitive impairment and functional decline.

The bill requires the Secretary of State to establish a process to receive and evaluate claims for the return of such documents. The Secretary of State may accept or reject a claim, or may refer it to another agency for further review. If accepted, the Secretary of State must issue a certificate of ownership to the claimant. The bill also specifies that the Secretary of State must provide a copy of the certificate to the appropriate state or local law enforcement agency.

referred to as "Borrower" or "Lender". Borrower shall cause to be filed in any court of competent jurisdiction a copy of this Agreement and a copy of the Note, and shall do all other acts necessary to perfect the Lender's security interest in the Collateral. The Lender may exercise any rights or remedies available under applicable law or by agreement of the parties.

property to remain under one roof until the insurance policy is in force, so that the insured may be able to make a claim if the house is damaged.

The federal Borrower agrees to execute any document or instrument required by the Lender to perfect the security interest in the Collateral.

This ModelAgree or May disagree and the procedures may apply under ModelAgree or, if my opinion differs, under ModelDisagree.

(7) **Condemnation** and **injury to Property**. All sums due, paid for payable to Borrower or any successor in interest to Borrower by way of condemnation or injury of such property, shall be held by Lender as a deposit and applied to the payment of all debts and expenses of collection.

provides for the payment of any of the expenses of the campaign of any candidate for election to the Legislature or for any other purpose of the Legislature, if the amount so appropriated does not exceed one-half of the amount appropriated for the payment of the expenses of the campaign of all candidates for election to the Legislature.

obligations undertaken by the Borrower shall be binding upon the Borrower and its successors and assigns, and may be enforced by law against the Borrower and its successors and assigns.

Mortgage holders can withdraw funds from their accounts at any time, subject to a withdrawal fee. The withdrawal fee is calculated as a percentage of the amount withdrawn, ranging from 1% to 5% depending on the account type and the reason for withdrawal. Withdrawals are subject to a minimum withdrawal amount of \$100.

as to accept this language; the holder of this Mortgagee and his successors shall have the right to declare the principal sum and the interest thereon due on a date to be specified by the Borrower or his successors, and to sue for payment of the same at any time before or after such date, and to apply the whole or any part of such sum or interest so sued for to all other payments due by him to the holder of this Mortgagee, and to deduct the same from any sum or interest due by him to the holder of this Mortgagee.

example of real property for the purpose of taxation may be deduced from the following provisions:

expenses, fees or charges relating thereto, or other expenses incurred in the assessment of such property by Lender and immediately upon the happening of any event which does or may affect the amount of such property or the availability of any power to sell or otherwise dispose of such property or the power to exercise any right or option under the instrument or agreement creating such property.

1. **Landmarks** - Landmarks are buildings or structures that are well-known and easily recognizable. Examples include the Eiffel Tower in Paris, the Colosseum in Rome, and the Golden Gate Bridge in San Francisco.

(13) fees or charges for any services for which a bill is rendered under law when such services are rendered by a lawyer or attorney for any amount due to him.

(4) **LIFE INSURANCE.** Life insurance coverage is available under the policy to pay any premium that would be due if the insured died before age 65.

any such policy and any other measures that may be necessary to the benefit of this Mortgagor.

releasing money from the premium account to pay for a new service or product. This can be done by instructing the bank to transfer funds from the premium account to another account or to a third party.

measures should be deferred to Lender with or without such premium or otherwise as may be required by law.

Property as may be required by Lender. Each Party shall bear its own expenses in connection with the preparation, execution and delivery of the documents referred to in paragraph 1 above.

character or use of sum property may need to be modified to keep such property in the same condition (responsible web developer can do this by using `display: flex;` and `flex-direction: column;` and `justify-content: space-between;` properties).

(3) Free and Customizable Insurance. To provide and manage all types of insurance with respect to such

incurred during the period of damage from term or renewals and claims for labor performed and materials used to repair such damage.

such Property. Such Property shall be subject to prior liens or other encumbrances of record, and the Purchaser shall not be liable for any such liens or encumbrances.

improvements such as those made by the same academic institution (13 days) or by a different one (15 days). Within 10 days of receiving the application, the institution will either accept or reject it.

(1) Characteristics of improvements
Characteristics of improvements may be defined as follows:
a) The loan which may be obtained on condition that the borrower
uses all costs and expenses of improvement for the purpose intended
and to pay when due all costs and expenses incurred by him in
carrying out such improvements.

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(13) Prepayment Clause. The right to require payment in full or in part before the due date of any sum secured hereby, or to require payment of any amount due under this Mortgage prior to its due date, notwithstanding the fact that it may then be in default, shall be exercisable by Lender, at any time, in Lender's sole discretion.

(14) Failure of Borrower to Comply with Mortgage. If said Borrower fails to make any payment, or fail to do any act required in this Mortgage, or fails to pay, or any debt, due or owned by this Mortgagor, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, fed, without obligation as 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 order as Lender deems necessary to protect the security hereof, (b) enter being authorized to enter upon such property for such purposes, (c) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior thereto, and (d) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand by Lender.

(15) Right of Lender to Charge Interest and To Be Added to Indebtedness. To pay immediately upon demand any sum advanced by Lender to secure the payment of any sum secured hereby or provision of this Mortgage. Any such sum until so repaid, shall be secured hereby and bear interest thereon at the rate of advance, or at paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and to collect the same.

(16) Assignment of Mortgage. Lender shall have the right, in its sole discretion, to direct the manner in which payments or proceeds shall be applied to the principal of this Mortgage, the taxes, interest or anything Borrower is liable for, or to deposit them in trust.

(17) 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 all persons so named.

(18) 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, enters into a contract of sale, conveys or conveys such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily or leases such property or any part thereof for a term of more than 2 years, or changes or permits to be changed the character or use of such property, or drills or extracts oil or enters into a lease for the drilling for or extracting oil, gas or other hydrocarbons, 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 is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period, or (d) Borrower is 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 these certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes, or agreements which this Mortgage secures.

(19) No Waivers 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.

(20) 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.

(21) Right to Collect and Receive Rents 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 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 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.

(22) Remedies. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter 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 either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Mortgagee's sale is made hereunder, and on any default by 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 or 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 impounds held by Lender under paragraph (6) 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.

(23) 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 as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' 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 items to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to evidence to 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, interest after a final quiet title 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 proceeding, 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.

(24) 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 times 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 superior 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.

(25) 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.

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Notary Public

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THE HERBICIDE is the best known and easiest to use herbicide. It kills weeds and grasses without harming trees, shrubs, flowers or lawns. It is safe to use around homes, gardens, and orchards. It is also effective against many aquatic weeds.

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In addition, further investigations and experiments have been conducted to study the properties of the polymer system. The results show that the polymer system has a good compatibility with the matrix, which can effectively improve the mechanical properties of the composite. The mechanical properties of the composite are significantly improved compared with the pure polymer and the pure matrix. This indicates that the polymer system can effectively improve the mechanical properties of the composite.

188 Trustee as Afraid and Not Derogatory or Individually

CHICAGO TITLE AND TRUST COMPANY

If interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in said Note, principal will be added to principal in no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

desirees administrators executors successors and assigns (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereunder and debtor the individual or number named as lender herein. (d) Capital letters (d) shall mean the commercial paper or negotiable instruments used herein for the payment of debts.

(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 to the Borrower at the address of the Borrower as it appears in Lender's records or to the Borrower's place of business if known to the Lender.

(28) Misrepresentation of Nordisclosure. Borrower has made certain written representations and disclosures in order to induce the loan provider to make the loan. The loan provider relied on these representations and disclosures in making the loan. The representations and disclosures were made by Borrower in good faith and without notice of the material defect or failure to disclose any material fact. Lender relies on these representations and disclosures in making the loan.

money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an actor is thereafter compelled by one such person to pay him a sum which he has received by another.

(27) **Offenses.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be offset or compensated by any claim, cause of action, counterclaim or cross-claim, or any other right or remedy of the Borrower now or hereafter existing or arising out of or in connection with the making, delivery, performance, enforcement or discharge of this Note or the obligations of the Borrower hereunder, except as provided in Section 10 of this Note.

The laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations promulgated by or under authority of this Missouri Statute, shall not affect the remaining paragraphs, clauses and provisions of this only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Missouri Statute.

intend to do so, and the Board will promptly deliver to Lender such certificate of financial statements and pro forma projections as Lender may request, in each case in accordance with the applicable accounting principles and practices used by the Borrower in preparing its financial statements and pro forma projections, but in no event later than 120 days after the end of the fiscal year for which such financial statements and pro forma projections are prepared, or such longer period as Lender may reasonably request. The Borrower shall furnish to Lender copies of all financial statements and pro forma projections delivered to the public under Section 13(a) of the Exchange Act, and copies of all financial statements and pro forma projections furnished to the public under Section 13(d) of the Exchange Act, in each case in accordance with the applicable accounting principles and practices used by the Borrower in preparing such financial statements and pro forma projections, but in no event later than 120 days after the end of the fiscal year for which such financial statements and pro forma projections are prepared, or such longer period as Lender may reasonably request.

(24) Future Advances. Upon request of Borrower, Lender agrees to extend the term of this Note by up to one year, at such principal amount as may be agreed upon by the parties.

(25) Inspection and Business Records. Lender retains the right to inspect and copy all books, records, documents, and other papers which pertain to the business or affairs of Borrower, and to inspect all premises occupied by Borrower, at any time during the continuation of this Note.