

# UNOFFICIAL COPY

94225535

CHICAGO, ILLINOIS  
FEDERAL TRADE

06 MAR 11 AM 10:21

94225535

THIS INSTRUMENT PREPARED BY  
M. MAIRWHEN RECORDED MAIL TO:  
HOME SAVINGS OF AMERICA  
LOAN SERVICE CENTER  
P.O. BOX 60015  
CITY OF INDUSTRY, CALIFORNIA 91716-0015ALL NOTICES TO LENDER SHALL BE MAILED  
OR DELIVERED TO THE ABOVE ADDRESS**Mortgage and Assignment of Rents  
ADJUSTABLE INTEREST RATE LOAN      LOAN NO. 1669288-3**

This Mortgage, made this      2nd      day of      MARCH, 1994      , between  
**RAUL GONZALEZ AND MATILDE GONZALEZ, HUSBAND AND WIFE**

herein called BORROWER, whose address is      3455 WEST HIRSCH STREET  
(number and street)

CHICAGO  
(city)IL  
(state)60651  
(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 124 IN DICKEY'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 3455 WEST HIRSCH STREET, CHICAGO, IL. 60651

PTN: 16-02-217-001

94225535

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to 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 \$ **60,000.00** with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of **MARCH 10, 2034** 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.

60651 3455

**UNOFFICIAL COPY**

UNOFFICIAL COPY

to the NLS, and other institutions as from time to time may be necessary to effectuate

**Groundmatriation and Inquiry to Property.** As soon as any party to a settlement has agreed to a partition, he may apply to the court for an order dividing the property among the parties. The court may make such an order, or it may direct the parties to submit their claim to arbitration.

In the event of a sale or transfer of the business, the seller shall have the right to require that the transferee assume the obligations of the seller under this Agreement. The transferee shall be bound by the terms of this Agreement.

notions of "fair dealing" and "good faith" in the interpretation of contracts. The court held that the parties had intended to make the arbitration clause a general provision applying to all disputes between them, and that the clause was not limited to disputes arising out of or in connection with the particular contract under which it was contained.

in this contract or at any other time, and the lessee may do so without notice or expense to the lessor, except as otherwise provided in any lease agreement.

For the first time in history, we have the ability to measure the impact of our actions on the environment. This is a powerful tool for us to use in our quest for sustainable development. It can help us to identify areas where we are failing and take steps to correct them. It can also help us to identify areas where we are succeeding and build on those successes. By using this information, we can work towards a more sustainable future for all.

**Report 2 of Mid-Intergage of Property** *Report to Subscribers* *for Periods and Dates of Interests*

Consequently, such a decision would be a violation of article 15(1) of the Convention, which prohibits the punishment of a person for an offence committed before the entry into force of the Convention.

(24) **Future Advances.** Upon receipt of the power, Lender at Lender's option prior to maturity of this Mortgage, may make Future Advances to Borrower. Such Future Advances, will 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 Adjustable loans 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 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 HEREIN ABOVE SET FORTH.

Signature of Borrower

X *Raul Gonzalez*  
RAUL GONZALEZ

X *Matilde Gonzalez*  
MATILDE GONZALEZ

State of Illinois

COOK

County ss:

I, the undersigned,  
RAUL GONZALEZ AND MATILDE GONZALEZ, HUSBAND AND WIFE  
a notary public in and for said county and state, do hereby certify that

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 TELLER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *2nd* day of *March*, 19 *94.*

My commission expires:

*Stephan C. Regan*  
Notary Public



LOAN NO. 1659288-3

81225525

# UNOFFICIAL COPY

1

**Protocol of Membership**

"Right to Collect and Receive Rent" and "Right to Demand Satisfaction of such property as they become due and payable, but Lenders' interests in Bunker Hill, Inc., shall not be affected by any other provisions in this Agreement.

7. The Mortgagee may at any time exercise its right to require payment in full of the principal amount of the Mortgage or any part thereof, and the Mortgagor shall not be entitled to do so except as otherwise provided in this Mortgage.

(1) Disagreement of Borrower with more than one person is named as Borrower, each obligation of Borrower shall be  
be applicable upon all of them notwithstanding the fact that some or all of them may not have been named as Borrower in the instrument or may not have been named as Borrower in the instrument.

(3) **CHANGES IN OWNERSHIP OF REED** Interests held by Directors under any clause of this Agreement shall be subject to the provisions of this Agreement. Any such interest so held, shall be deemed held in trust for the benefit of the shareholders of REED.

superiority before (and if) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(11) **Prepayment Charge.** Should any note or obligation secured hereby require Borrower to pay a fee in connection with the preparation of any of the indebtedness secured by such note or obligation, the party entitled to receive such fee shall have the right to deduct such fee from the principal amount of the note or obligation so far as the same may exceed the amount of the fee paid by the party entitled to receive such fee.