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DEPT-01 RECORDING \$29.50
 T#0003 TRAN 7926 11/15/95 12:26:00
 #3613 LC *-95-791778
 COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES.

THIS MORTGAGE is made this 17th day of NOVEMBER 19 95, between the Mortgagor, ANNA L SCHORSCH

(herein "Borrower"), and Mortgagee HOUSEHOLD SENIOR SERVICES, a division of HOUSEHOLD BANK, f.s.b., a federal savings bank, whose address is 987 WEIGEL DRIVE, ELMHURST, IL 60126 (herein "Lender").

Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Loan Agreement dated the same date as this Mortgage. The agreement to repay is evidenced by the Loan Agreement. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Loan Agreement, with interest, and all renewals, extensions and modifications, up to a maximum principal amount of \$ 148,800.00; (b) the payment of all other sums, with interest, advanced under paragraphs 2 and 5 to protect the security of this Mortgage or otherwise due under the terms of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Loan Agreement.

Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property (the "Property") located in the County of COOK State of Illinois:

The following described real estate situated in the County

TAX # : 09-34-102-045-1035
ORDER # : 42259812 + 1468

which has the address of 2400 ARCH BURY LANE PARK RIDGE

Illinois 60068 (herein "Property Address");
(Zip Code)

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest may be subject to change as provided in the Loan Agreement. Borrowers shall promptly pay when due all amounts required by the Loan Agreement.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and assessments in a timely manner, and shall provide evidence of payment to Lender. If Borrower does not pay such charges, Lender may advance such funds, and such payments advanced by Lender shall become additional indebtedness of Borrower secured by this Mortgage.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 5 or paragraph 2, with interest thereon, at the contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 5 or paragraph 2 shall require Lender to incur any expense or take any action hereunder.

6. Inspection. Lender may take or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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9. **Successors and Assigns Bound: Joint and Several Liability, Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Loan Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage and (b) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Loan Agreement without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

10. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage, including, without limitation, any preemption of state law by Federal law. In the event that any provision or clause of this Mortgage or the Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Loan Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

12. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Loan Agreement and of this Mortgage at the time of execution or after recordation hereof.

13. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. **Grounds for Requiring Repayment of the Debt. (a) Due and Payable.** Lender may require immediate payment in full of all sums secured by this Mortgage if any of the following Maturity Events occur: (i) A Borrower sells or transfers any of his or her interest in the Property and no other Borrower retains title to the Property; (ii) Borrower fails to maintain the Property which adversely affects Lender's interest in the Property, or Borrower fails to pay real estate taxes on the Property, or Borrower moves from the Property and such action adversely affects the Property or Lender's interest in the Property, or Borrower fails to keep the Property insured, or Borrower fails to comply with any terms of this Mortgage or the Loan Agreement and such failure adversely affects the Property or Lender's interest in the Property or any action or inaction by Borrower which adversely affects the Property or Lender's interest in the Property; (iii) The creation of lien on the Property and such lien adversely affects the Property or Lender's interest in the Property; (iv) The Borrower commits fraud or makes a material misrepresentation to the Lender in applying for the Loan or at anytime thereafter, including failure to supply Lender with any material information requested or supplying Lender with misleading, false, incomplete or incorrect material information; or (v) A Borrower dies and there is no surviving Borrower. (b) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in subparagraphs (a) of this Paragraph 14 occur.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

15. **Remedies.** Upon the occurrence of a Maturity Event ("breach"), Lender prior to receiving repayment of the loan balance shall give notice to Borrower as provided in paragraph 10 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

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16. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Loan Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

20. **Non-Recourse.** The Borrower shall have no personal liability under the Loan Agreement. The debt evidenced by the Loan Agreement shall be enforced only through Lender's rights under this Mortgage or as permitted by law.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Anna L. Schorsch
ANNA L. SCHORSCH -Borrower

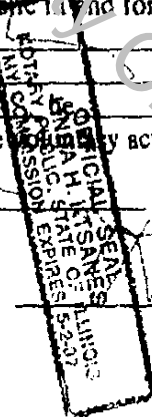
-Borrower

STATE OF ILLINOIS, Cook County ss:

I, L. W. A. KTSANES a Notary Public in and for said county and state, do hereby certify that Anna L. Schorsch personally known to me to be the same person(s) whose name(s) Anna L. Schorsch subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Anna L. Schorsch signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of February, 19 97.

My Commission expires: 8-2-97



[Signature]
Notary Public

This instrument was prepared by:

(Name)
961 WEIGEL DRIVE, ELMHURST, IL 60126

(Address)



Return To:
Household Senior Services
961 Weigel Drive
Elmhurst, IL 60126

(Space Below This Line Reserved For Lender and Recorder)

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EXHIBIT A (PAGE 1)

of Cook in the State of Illinois, to wit:

Unit number "2/1-E" and garage unit number "2/2-10", in Bristol Court Condominium, as delineated on survey of the following described real estate (herein referred to as parcel): Parcel 1

All of lot "A" in Sellergreen's Bristol Court, being a subdivision of parts of lots 8 and 10 in the owners partition of lots 30, 31, 32 and 33, in the county clerk's division of the north west quarter of section 34, township 41 north, range 2, east of the third principal meridian, according to the plat thereof recorded on June 10, 1968, as document number 19862990 in Cook County, Illinois, also

Parcel 2

All of the first addition to Selerman's Bristol Court, being a subdivision of lot 5 (including that part thereof falling in lot 1 of De Carol resubdivision as recorded on November 7, 1963 as document number 18984943), and lot 7, except the west 327.60 feet thereof, in owner's court participation of lot 30, 31, 32 and 33 of county clerk's division of the north west quarter of section 34, township 41 north, range 12, east of the third principal meridian in Cook County, Illinois, declaration of condominium recorded in the office of the recorder of deeds of Cook County Illinois, as document number 22699774, and as amended by document number 24394152 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

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