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95135852

. DEPT-01 RECORDING \$31.50
. T40000 TRAN 0964 02/28/95 09:53:00
. 43392 + CJ *-95-135852
. COOK COUNTY RECORDER

MORTGAGE

E1014126X

If box is checked, this mortgage secures future advances.

THIS MORTGAGE is made this 25TH day of FEBRUARY, 1995, between the Mortgagor, STEPHEN M UHLARIK AND SUSAN UHLARIK, HUSBAND AND WIFE IN JOINT TENANCY

(herein "Borrower"), and Mortgagee HOUSEHOLD BANK, F.B.B.
whose address is 215 E PALATINE RD, ARLINGTON HTS, IL 60004
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, the land trust beneficiary of the Borrower is indebted to Lender in the principal sum of \$ _____, evidenced by Borrower's Loan Agreement dated _____ and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

WHEREAS, the land trust beneficiary of the Borrower is indebted to Lender in the principal sum of \$ 140,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated FEBRUARY 25, 1995 and extensions and renewals thereof (herein "Note") providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ 10,278.00;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of COOK State of Illinois:

which has the address of 619 E MAYFAIR, ARLINGTON HT
(Street) (City)
Illinois 60005-0000 (herein "Property Address");
(Zip Code)

CONTINUED ON ATTACHED EXHIBIT A

**INTERCOUNTY
EXPRESS**

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6. 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.

7. 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 7, 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 7 shall require Lender to incur any expense or take any action hereunder.

8. 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 therefor related to Lender's interest in the Property.

9. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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.

11. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (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, (b) is not personally liable on the Note or under this Mortgage, and (c) 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 Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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.

13. 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. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note 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.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. 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.

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REMITTANCE A (PAGE 1)
FOR THE YEAR 1998
OF THE EAST 1/2 OF THE WEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
TAX 03-92-231-000
ORDER 810130X

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Stephen M. Uhlir
- Borrower

Susan K. Uhlir
- Borrower

STATE OF ILLINOIS, WPAKE County ss:

I, TINA MARIANI, a Notary Public in and for said county and state, do hereby certify that

STEPHEN M. UHLIR AND SUSAN K. UHLIR
personally known to me to be the same person(s) whose name(s) HE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T he Y signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of February, 1995

My Commission expires:

Tina Mariani
Notary Public



This instrument was prepared by:

Household Bank
(Name)
215 E PALATINE ROAD
WILMINGTON ILL, IL 60001
(Address)

(Space below This Line Reserved For Lender and Recorder)

4441-22-100203



Return To:
Household Bank, f.s.b.
Stars Central
577 Lamont Road
Elmhurst, IL 60126

95135867

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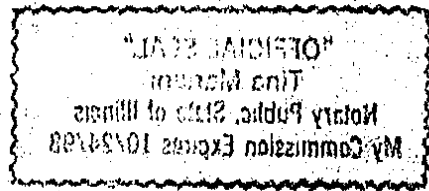
- Borrower

- Borrower

STATE OF ILLINOIS
County of _____
I, _____ 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) _____ subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he/she/it signed and delivered the said instrument as
his/her/its voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.
My Commission expires: _____
Notary Public _____

This instrument was prepared by:

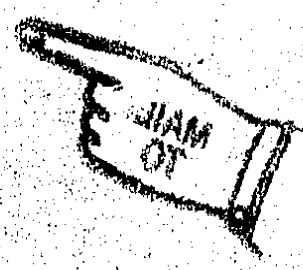


(Name)

(Address)

(Space below this line reserved for Lender and Recipient)

Return To:
Houshold Bank, L.P.
2777 Central
2777 Central Road
Evanston, IL 60120



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