## UNOFFICIAL Grisgstrigment was pregared by

TORRENS

PHILIP J. SEMCKEN

(Name)

3217 W. LAKE, WILMETTE, IL 60091

## **MORTGAGE**

3529634

## **M** IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is mad			
	le this 24th day of	June , 19 <u>86</u> nn Condren, (married to es	ch other
n joint tenancy	(herein "Borrower"), and the	Mortgagee, Household Finan	ce
orporation III risting under the laws of $\frac{D_0}{D_0}$		a corporation organ	ized and
llinois 60091		(herein "Lender").	
The following paragraph pro	eceded by a checked box is applicable	<b>P:</b>	
hich indebtedness is evid no all nd extensions and renewals the ser or monthly installments of princi- diustments to the amount of pa	by Borrower's Loan Repayment and if, including those pursuant to any Reripal and interest at the rate specified yment or the contract rate if that rate	sum of U.S. \$ **********************************	providing ding any Lender's
ereof as may be advanced purs	suant to Birrower's Revolving Loan (herein "Note"), providing for a cred	sum of \$ 9784.00 ####### or Agreement dated June 24, 1986 it limit of \$ 9764.00 ###################################	and
th interest thereon at the applic te if that rate is variable) and oth rewith to protect the security of	cable contract rate (including any adju- ter charges; the payment of all other s this Mortgage; and the performance of	ding any future advances, evidenced by the stiments to the amount of payment or the sums, with interest thereon, advanced in according the covenants and agreements of Borrowe der the following described property locate, State of	contract cordance or herein d in the
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PERMANENT PARCEL NUM			
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PERMANENT PARCEL NUM	1800 Madison	Evanston	
·	(Street)		,

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 seised 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.

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

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

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			a Mortgage.	has executed th	EOF, Borrower	IN WITNESS WHER

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Address.

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HOUSEHOLD

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9. Harris

Notified

Ct Deed Address

WICMETTE, 14, 60091 3217 W CAKE ST

**Submitted by** 

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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 rovisions 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 Lorn Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or of icr 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

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, by the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Porrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to a conserate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums dictared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted

by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereot, aron Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragrap! 12 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 belong 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 notice 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 a? 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.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured 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 Note 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 17 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

19. 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 17 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 7 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.

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 the dote on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Mote.

2. Funds for Taxes and Insurance, Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the Arman of Subject to applicable law or waiver the Mote.

the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein

if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable "Funds") equal to one-tweltth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, of yearly premium installments for mortgage insurance,

estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds are pledged as additional security for the surns. Some Mortgage. or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest

shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender, it under paragraph 17 nersof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply to later than immediately. by Lender shall not be sufricient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower taxes, assessments, it strained premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower's option, either promptly repaid to Borrower's option, either binds held If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of tay as assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

apply, no later than immediately price, the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credic "winst the sums secured by this Mortgage.

3. Application of Payments. All sayments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of impunits received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of impunits payable to Lender the Note over under paragraph 2 hereof, then to interest, and the payment of impunits payable to Lender first in payment of impunits payable to Lender the Note over under paragraph 2 hereof, then to interest, and the payment of impunits payable to Lender first in payment of impunits payable to Lender first in payment of impunity payable to Lender the Note payable to process.

4. Prior Mortgages and Deed of Trust; Cas gest Liens. Borrower shall perform all of Borrower's obligations under and then to the principal.

or ground rents, if any. any mortgage, deed of trust or other security agree, and with a lien which has priority over this Mortgage, including Borrower's covenants to make payments and other charges, covenants to make payments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments

5. Hazard Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards as Lender may require.

In the event of loss, Borrower shall give prompt notice to the insurince carrier and Lender. Lender may make proof The insurance carrier providing the insurance shall be enoser by Borrower subject to approval by Lender; provided, that such approval shall be in a form acceptable to Lender. Lender and shall be in a form acceptable to Lender. Lender shall have 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 terries of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

of loss if not made promptly by Borrower, or if Borrower fails to respond v. I en der within 30 days from the date notice

secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planne, Unit Developments. Borrower shall be preservation and Maintenance of Property and innairment or detectoration of the Property and to collect and apply the insurance proceeds at Lender's option either to restoration or a pair of the Property or to the sums is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized

planned unit development, and constituent documents. keep the Property in good repair and shall not commit waste or permit impairment or detectoristion of the Property and shall not comply with the provisions of any lease it this Mortgage is on a leasehold. If this Mortgage is or a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the condominium or covenants or governing the condominium or planned unit development, the by-laws and regulations of the condominium or creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and the condominium or condominium or planned unit development and the condominium or planned unit development and the condominium or condominium

or if any action or proceeding is commenced which materially affects Lender's interest in the Proporty, then Lender, at Lender' option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements cont any, in this Morragage,

fees, and take such action as is necessary to protect Lender's interest.

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

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

condemnstion or other taking of the Property, or part thereof, or for conveyance in lieu of condemnstion, 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 modification. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by 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's successors in interest. Any forbestance by I eason of any demand made by the original Borrower's successors in interest.