

UNOFFICIAL

3560390

5611 W. BELMONT CHICAGO, IL 60634

MORTGAGE

80 IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 16th day of	OCTOBER 19 86
between the Mortgagor, CARLITO C. JAVIER AND REM	MEDIOS L. JAVIER. (MARRIED TO EA)
HER	e Mortgagee, <u>HOUSEHOLD FINANCE</u>
RPORATION III existing under the laws ofDELAWARE, whose address	st is 5611 W BELMONT CHICAGO.
TL 60634	(herein "Lender").
The following paragraph preceded by a checked box is applicab	le:
WHEREAS, Borrower is indebted to Lender in the principa	I sum of U.S. \$ XXX
which indebtedness is evicenced by Borrower's Loan Repayment an and extensions and renewas the cost, including those pursuant to any Re	d Security Agreement dated
for monthly installments of principal and interest at the rate specific	d in the Note (herein "contract rate") (including any
adjustments to the amount of payment or the contract rate if that ra	ite is variable) and other charges payable at Lender's
address stated above, with the balance of the indebtedness, if not so	•
WHEREAS, Borrower is indebted to Cender in the principal thereof as may be advanced pursuant to perrower's Revolving Loan	I sum of \$, or so much
thereof as may be advanced pursuant to prover's Revolving Loar	n Agreement dated 10/15/85 and and dit limit of \$ 36 800:000 and an
extensions and renewals thereof therein "Note", providing for a cre initial advance of \$ 21,300.00	The same of a second of the same of the same
TO SECURE to Lender the repayment of the hydebtedness, inci-	
with interest thereon at the applicable contract rate (including any ad	justments to the amount of payment or the contract
rate if that rate is variable) and other charges; the paymen of all other	sums, with interest thereon, advanced in accordance
herewith to protect the security of this Mortgage; and the performance contained. Formwer does hereby mortgage, grant and convey to Lei	e of the covenants and agreements of borrower nerein- nder the following described property located in the
contained. Borrower does hereby mortgage, grant and convey to Let County of COOK	State of Illinois:
That part of LOT THREE (3) in Prederick Koehler Estate Eubervis 40 North, Range 12, Bast of the Third Principal Meridian, 1915, 16 North, Range 12, Bast of the Third Principal Meridian, 1915, 16 North, Range 12, Bast of the Third Principal Meridian, 1915, 16 North, 1915, 17 North, 1915, 18 North, 1915	Porth of a line drawn from a point in the East of a point in the West line of said Let 3, 333.9 four of a line drawn from a point on the Weste er of said Let 3, to a point on the Easterly lin said Lot 3 (excepting from said tract that parting at a plant in the Northerly line of said trace a Bouthe ly 7,26 feet more or less to a point of said Lot 3, 359.12 feet Northerly of the Southwett 3, 357.10 feet Northerly of the last described foint 3.01 feet more or less to line of said Lot 3, 356.09 feet Northerly of the erly of the Westerly line of said Lot 3 (as measured to said Lot 3, 374.19 feet Northerly of the westerly line of said Lot 3 (as measured he West line of said Lot 3, and also excepting at a point in the Nesterly line of said Lot, whit nee Northerly along said Nesterly line 2.14 feet; point in the Easterly line final Lot; 334.19 therly on a streight line 2.22 feet to a point in the Easterly line of said Lot; 334.19 therly on a streight line 2.22 feet to a point in extending from the point of beginning to a problem of the said Lot; and the North line of southeast corner of said Lot; and North line of the said Lot; as the said Lot; and the s
•	•
which has the address of 6024 N. OZANAM (Street)	CHICAGO (City)
Illinois (herein "Propert	ly Address') and is the Borrower's address.
(Zip Code)	

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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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 movisions 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 Capy, 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 for a 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 are against parties who supply labor, materials or services in connection with improvements

made to the Property.

16. Transfer of the Property. If Berrower 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. (c) 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 borrower becomes an owner of the property, (h) a transfer into an intervivos trust in which the Borrower is and remains a borrower 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 to y declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to Level-rate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a project of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared 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, at on Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when 60; any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 2 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 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 deciar 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, tut 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

had occurred.

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.

O Mocinge us ese cise of any such sand applicable law, shall not be a waive

t. Payment of Principal and interest at Variable Mates, This mortgage secures all payments of principal and interest. The mortgage secures all payments of principal and interest.

due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in the Note. Borrowers shall promptly pay when due all amounts required by the Note.

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

estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower 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-twelfth 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. the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein

the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender is such an institution). Lender shall apply the Funds or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to on the Funds. Lander shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds ind the purpose for which each debit to the Funds was made. The Funds are pledged as additional accurity for the sums accured by this Mortgage. or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made on the Funds and applicable law permits Lender to make such a charge, Borrower and Lender may agree in writing at the

by Lender shall not be surficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower 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 and Lender, It under paragraph 17 necessary is sold or the Property is otherwise acquired by Lender, Lender shall taxes, ussessments, inco ance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrow, or credited to Borrower on monthly installments of Funds. If the amount of the Funds held the due dates of naxis, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

at the time of application as a credit applied by this Mortgage.

3. Application of Paymonts. All payme its received by this Mortgage.

be applied by Lender there in payment of a meant payable to Lender by Borrower under paragraphs I and 2 hereof shall be applied by Lender the More and paragraphs I and 2 hereof shall be applied by Lender the source of a meant payable to Lender by Borrower under paragraphs I hereof, then to interest, apply, no later than immediately price to the sale of the Property or its acquisition by Lender, any Funds held by Lender

ladioning of to the principal.

or ground rents, if any. fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments any mortgage, deed of trust or other security agreeinent which has priority over this Mortgage, including Borrower's covernants to make payments when due. Borrower sayin bay or cause to be paid all taxes, assessments and other charges, covernants to make payments when due. 4. Prior Mortgages and Deed of Trust; Civ. gest Llena. Borrower shall perform all of Borrower's obligations under

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 choser by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance possible and renewals thereof shall be in a form acceptable to Lender shall include a standard mortgage clause in favor of 220, in a form acceptable to Lender. Lender shall have to Lender shall include a standard mortgage clause in favor of 220, in a form acceptable to Lender. Lender shall have 5. Hazard Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured

the right to hold the policies and renewals thereof, subject to the terris 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 it not made promptly by Borrower.

is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to mailed by Lender to Borrower that the insurance proceeds at Lender's option either to restoration or repoir of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Lenseholds; Condominiums; Planned Colv. Developments. Borrower shall If the Property is abandoned by Borrower, or if Borrower fails to respond 🐼 Len let within 30 days from the date notice

keep the Property in good repair and shall not commit waste or permit impairment or determing not condominium shall comply with the provisions of any least if this Mortgage is on a leasthold. If this Mortgage is on a unit in a condominium or a parned unit development, Borrower shall perform all of Borrower's obligations under the declaration 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

or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender' option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contain d in this Mortgage,

additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, Any amounts disburged by Lender pursuant to this paragraph?, with interest thereon, at the contract rate, shall become fees, and take such action as is necessary to protect Lender's interest.

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

8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in

interest in the Property. that Lender shall give borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

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 appropriation of the time for payment or modification of appropriation of the time for payment of portroyer shall not a propriet or modification of appropriation of the supplication o 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

smortization 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 not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify of amortization of the sums secured by this Mortgage granted by Lendor 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