

(Name)

3217 Lake Ave Wilmette Il 60091 (Address)

## MORTGAGE

WORTGROE	
363	11648
THIS MORTGAGE is made this 24th day of April  between the Mortgagor, Harvey E. Mc Gruder and Carolyn E. Mc Gruder  other in joint tenancy(herein "Borrower"), and the Mortgagee, HouseholdF  Corporation , a corpor	19 <u>87</u> married to each inance
Corporation , a corpor existing under the laws of Delaware , whose address is 3217 Lake Ave 11 60091 (herein "Lender").	Wilmette
The following paragraph preceded by a checked box is applicable:	
WHEREAS, Bo rover is indebted to Lender in the principal sum of U.S. \$ ********** which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated ** and extensions and renewals the cof, including those pursuant to any Renegotiable Rate Agreement, (here for monthly installments of principal and interest at the rate specified in the Note (herein "contract adjustments to the amount of payment or the contract rate if that rate is variable) and other charges address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on	***********  in "Note"), providing  rate") (including any
WHEREAS, Borrower is indebted to Lender in the principal sum of \$\frac{25,000.00}{25,000.00}\$ thereof as may be advanced pursuant to 30 nower's Revolving Loan Agreement dated \( \frac{4724787}{25,000.00} \) extensions and renewals thereof (herein "Note"), providing for a credit limit of \$\frac{25,000.00}{25,000.00}\$ initial advance of \$\frac{25,000.00}{25,000.00}\$.	or so much and an
TO SECURE to Lender the repayment of the indebtedness, including any future advances, evid with interest thereon at the applicable contract rate (including any adjustments to the amount of payment if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advancewith to protect the security of this Mortgage; and the performance of the covenants and agreements contained, Borrower does hereby mortgage, grant and convey to Lender the following described processory of the cook	nent or the contract anced in accordance s of Borrower herein perty located in the
Lot 6 in Block 6 in Fowler and McDaniel's Subdivision in the Southwest Quarter of Section 13 Township 41 North, Range 13 East of the Third Principal Cividian in Cook County, Illinois PIN 10-13-315-016  EBO EM	SEGITOR.
which has the address of 1414 Hartrey Evanston (City)  (Street) (Property Address') and is the Borrower'	, ,
(llinois 60202 (herein "Property Address") and is the Borrower	s audicos.

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.

HOUSEHOLD FMANCE 3217 W CAKE WILMETTE, IL. 60091

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Federal law.
to Borrower. 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 of
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charg

Ox
(Space Below This Line Reserved For Lender and Recorder)
W. Con-
Sendra holeanning of the State of ALOHIC APPLIES OF THE STATE OF THE S
My Commission expires:
Civen under my hand and official real, this with the call this with the call this call
appeared before me this day in pe son, and acknowledged that A he A signed and delivered the said instrument as tree voluntary act, for the uses and purposes therein set forth.
representity known to make the same nersonies whose namets)
Horney File Grader and Carolyn E Mc Caruder HIS WIFE
I, Motary Public in and for said county and state, do hereby certify that
STATE OF ILLINOIS, County ss:
Carolyn E. Mc Gruder
Harvey E. Mc Gruder
James E. M. C. D.
IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Pederal law.

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## UNOFFICIAL COPY 4 3

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" ice," 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

execution or after recordation hereof.

15. Rehabilitation 4 can Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, of 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.

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, 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 whe e 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 inter vivos trust in which the Borrower is and remains a oe reficiary 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 nay declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to recelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period 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 ian, and agree as follows:

17. Acceleration; Remedies, Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when the any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 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 o fore 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 threclosure. 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 in 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 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.

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

condemnation or other taking of the Property, or nart 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 Mot Released; Forbearance By Lender Mot a Waiver, Extension of the time for payment or modification of the first of Released; Forbeatane day lender, to any successor in interest of Borrower shall not a payment of the first of the f

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's 8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided

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

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

Lender' option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys'

or it any action or proceeding is commenced which materially affects Lender's interest in the Propews, then Lender, at 7. Protection of Lender's Security, If Borrower fails to perform the coverants and agreements contrine, in this Morrgage,

planned unit development, and constituent documents. shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants or a planned unit development, the by-laws and regulation. If the condominium or creating or governing the condominium or planned unit development, the by-laws and regulation. If the condominium or cleaning the condominium or planned unit development, the by-laws and regulation. If the condominium or cleaning the condominium or cleaning the condominium or cleaning the condominium or planned unit development, the by-laws and regulation. If the condominium or cleaning the condominium or planned the condomin

keep the Property in 800d repair and shall not commit waste or permit impairment or de erbration of the Property and 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall

secured by this Mortgage. to collect and apply the insurance proceeds at Lender's option either to restoration or repair 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

If the Property is abandoned by Borrower, or if Borrower fails to respond 🐼 fen let within 30 days from the date notice

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.

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.

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 pandises and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of the fire and shall include a standard mortgage clause in favor of the fire fire of the religious and renewals thereof shall have the right to hold the religious and construct the fire fire for the religions and construct the fire fire fire for the religious and constructions.

5. Hazard Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured

or ground rents, if any.

fines and impositions attributable to the Property which hay attain a priority over this Mortgage, and leasehold payments covenants to make payments when due. Borrower small pay or cause to be paid all taxes, assessments and other charges, any mortgage, deed of trust or other security agreem at with a lien which has priority over this Mortgage, including Borrower's 4. Prior Mortgages and Deed of Trust; Carrees; Liens. Borrower shall perform all of Borrower's obligations under

and then to the principal.

Upon payment in full of all suries secured by this Mortgage, Lender shall promptly refund to Borrower any funds held the Don payment in full of all suries secured by this Mortgage, Lender that funder paragraph 12 no soft or the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender application as a credit against the same secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of any anyments to Lender under the Note and paragraphs 2 hereof shall be applied by Lender first in payment of any anyment of Lender under the nuder paragraph 2 hereof, then to interest, and then to the original

by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amen, in recessary to make up the deficiency in one or more payments as Lender may require. the due dates of (2, 22, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground tents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrow et or credited to Borrower on monthly installments of Funds. If the amount of the Funds held

on the Funds Ander shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums secured by this Mortgage. It the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the amount of the funds held by Lender, together with the future monthly installments of Funds payable prior to the amount of the funds held by Lender, together with the future monthly installments of Funds payable prior to

or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest 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 agreement is made 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 fincluding Lender if Lender is such an institution). Lender shall apply the Funds or guaranteed by a Federal or state agency fincluding Lender if Lender is such an institution). Lender shall apply the Funds or guaranteed by a Federal or state agency fincluding and grounts of graphs and similar the finds and simila

if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower 2. Funds for Taxes and heurapines. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twellth of the yearly taxes and assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twellth of yearly premium installments for margine insurance, plus one-twellth of yearly premium installments for mortgage insurance, of yearly premium installments for margine insurance, plus one-twellth of yearly premium installments for margine insurance.

the Note. Borrowers shall promptly pay when due all amounts required by the Note.

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 and payment amounts may be subject to change as provided in UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: