John J. Miniuk/ Household Finance Corp (Name)

7044 w Cermak Berwyn, Il. 60402 (Address)

MORTGAGE

XIN IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

	THIS MORTGAGE is made this 25th day of August . 19 87
	THIS MORTGAGE is made this 25th day of August , 19 87 between the Mortgagor, James Carter and Joyce Carter, married to each other
n	Joint Tenancy (herein "Borrower"), and the Mortgagee, Household
	Finance Corporation III , a corporation organized and
	existing under the laws of Deleware, whose address is 7044 w Cermak Berwyn, I1. 60402 (herein "Lender").
	Berwyn, II. 60402 (herein "Lender").
	The following paragraph preceded by a checked box is applicable:
	which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated xxxx and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest at the rate specified in the Note (herein "contract rate") (including any adjustments to the amount of payment or the contract rate if that rate is variable) and cahe charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on <a "contract="" \$="" (herein="" 13,000.00<="" 3000.00="" a="" acjustments="" advance="" amount="" an="" and="" at="" contract="" credit="" for="" href="xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</td></tr><tr><td></td><td>WHEREAS, Borrower is indetted to Lender in the principal sum of \$13,000.00 , or so much thereof as may be advanced pursuant to Porrower's Revolving Loan Agreement dated 8/25/87 and extensions and renewals thereof (herein " if="" in="" including="" initial="" interest="" is="" limit="" note="" note"),="" of="" or="" payment="" payments="" principal="" providing="" rate="" rate")="" specified="" td="" that="" the="" to="" variable,="" y="">
	TO SECURE to Lender the repayment of the indirectors, including any future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to I ender the following described property located in the County of
	Lot 28 in Block 4 in Cepek's Subdivision being a resubdivision
	of the subdivision of the East $rac{1}{2}$ of the Southeast $rac{1}{4}$ (except
	the North 4 of the North 4 thereof) of Section 35, Township 38 North, Range 14, East of the third Principal Meridian including vacated streets therein, in Cook County, Illinois.
	Permanent Parcel Number; 20-35-411-005 HBO
,	which has the address of 1515 e 85th st Chicago
	(Street) (City)
J	Illinois 60617 (herein "Property Address") and is the Borrower's address.
	TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances

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.

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(Space Below This Line Reserved For Lender and Recorder)
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My Commission expires: 2 / 4 / 8 9
Given under my hand and official see, this 25th day of August on Table of August of Au
appeared before me this day in person, and acknowledged that the test and delivered the said instrument as the train the interior set forth.
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument,
James and Joyce Carter, married to each other in joint tenancy
Hohn J. Piniuk, a Motary Public in and for said county and state, do hereby certify that
STATE OF ILLINOIS, Cook County ss:
Joyce Carter "Borrower
James Carter
Borrower Borrower
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

7044 W. BERLUYN, IL. GOYOZ

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20. Release. Upon payment of all sums secuted by this Mortgage, Lender shall release this Mortgage without charge 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 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 provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' feee" 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 Lo in 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.

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 encumb an x 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 porrower 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 may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to acceptate, 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 covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereot, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due 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 dute 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 for closure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare rid 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

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 or preclude the exercise of any such right or remedy not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sume 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 successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a parallel or the applicable law and a secure of any circle and a secure of the se operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to common and the continued to continue and the continue and t 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 of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not of amortization of the sums secured by this Mortgage granted by Lender and Borrower's successors in interest Lender shall not open and the sums secured by this Mortgage granted by England Borrower's successors in interest Lender shall not open and the sums secured by this Mortgage granted by England Borrower's successors in interest Lender shall not open and the sums secured by this shall not appear and Borrower's successors in interest to any accessors in the same secured by this mortal Borrower's successors in interest to be a sum and the same secured by this mortal successors in interest of Borrower's successors in interest of Borrower's successors in the same secured by the sum and the

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

interest in the Property.

this paragraph? A shall require Lender may make or cause to be made reasonable enries unspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's integer in the Property.

creating or governing the condomination of pianned unit development, and observable and regulations of the condomination of planned unit development, and constituent documents.

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

Any amounts disbutesed by Lender pursuant to this paragraph?, 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. Mothing contained in such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Mothing contained in this paragraph? I shall require Lender to incur any expense or take any action hereunder.

keep the Property in good repair and years if this Mortgage is on a learning or according to the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage vol. 3 unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the condominium or covenants or a 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.

secured by this Morgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Plannee Unit Developments. Borrower shall for Property and Maintenance of Property and maste or permit impairment or de cripration of the Property and

of loss if not made promptly by Borrower, or if Borrower fails to respond to a collect within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, 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

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 insur nce carrier and Lender. Lender may make proof or ground rents, if any.

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance, colicies and renewals thereof shall be in a form acceptable to Lender shall have to Lender shall have a standard mortgage clause in favor of any in a form acceptable to Lender. Lender shall have the circum acceptable to Lender shall have the remaining and enterwals the polythe and enterwals the province and enterwals the province of this to the requirity to hold the redictions and enterwals the province of this to the requirity.

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

promptry repairs to be trown to credited to borrower on monthly installments of runds. It the amount of the Funds field by Lender shall not be striction 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 si ms secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph in tell of all si ms secured by the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately price, to the Property or its acquisition by Lender, any Funds held by Lender at the cime of application as a credit. Sints the sums secured by this Mortgage.

3. Application as a credit. Sints the sums secured by this Mortgage.

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3. Application as a credit. Sints the sums secured by this Mortgage.

be applied by Lender first in payments of morant payable to Lender by Borrower under paragraphs? hereof shall sand then to the principal. for the sums storned by this Mortgage.
If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the amount required to pay said the future due dates of taxes, 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 be row it or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be row it or credited to Borrower insurance premiums and ground forms.

If Borrower pays Funds to Lender, the Funds shall be filed in an institution in deposits or accounts of which are insured 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 to pay said taxes and bills, unless Lender pays Borrower interest on the Funds and applying said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable have 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 or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. The Funds showing credits and debits on the Funds and applicable law requires such as an accounting a manual accounting of the Funds showing credits and debits to the Funds of the Funds are pledged as additional security for the sums steams.

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

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Mote, until the Mote is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development "Funds") equal to one-twelfth of the yearly taxes and assessments on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, of yearly premium installments for mortgage insurance, 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 pays Funds to Lender 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). Lender shall apply the Funds 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 is such an institution). Lender shall apply the Funds 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 is such an institution). Lender shall apply the Funds or guaranteed by a Federal or state agency (including Lender is such an institution).

I. 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: