

UNOFFICIAL COPY

3669789

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P O BOX 7075
PASADENA, CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 847900-3

This Mortgage, made this 4th day of NOVEMBER, 1987, between
ALEXANDER BRODZINSKY AND ELEN BRODZINSKY, HUSBAND AND WIFE AND BELLA FEYMAN AND MARY
FEYMAN, WIFE AND HOUSEWIFE

herein called BORROWER, whose address is 9335 COURTLAND DRIVE
(number and street)

NILES (city) IL (state) 60648 (zip code)

and

and HOME SAVINGS OF AMERICA, a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075

WITNESSETH Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows
AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS 9335 COURTLAND DRIVE, NILES, ILL. 60648

Note identified

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The Northeasterly Twenty six (26) feet of the Southwesterly 57.60 feet of that part of Lot Ten (10) (except the Southeasterly 3 feet thereof, as measured at right angles to Southeasterly line of Lot Ten (10), lying Northeasterly of a line, drawn 75 feet North-easterly of and parallel with the Southwesterly lines of Lots 9 and 10.---(10)

The Southeasterly 18 feet of the Northwesterly 37 feet (the 18 feet and 37 feet measured along Southerly line of Lot "A" of the South 20 feet (as measured along Westerly line of Lot 7 extended Northerly) of that part of Lot "A" lying East of the Westerly line of Lot 7 extended Northerly, the Westerly line and Easterly line of said Tract drawn parallel with the Westerly line of Lot 7 extended Northerly and the Northerly line of said Tract being a curved line drawn parallel with Southerly line of Lot "A".-----("A")

All in Golf-Mill Subdivision being a Subdivision of part of the East half (1/2) of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 4, 1960, as Document Number 1935472.

of way appurtenant thereto, and by all improvements, structures, improvements, including but not limited to all water, gas and electric piping, whether or not physically affixed to the land or any building, used to provide or supply air conditioning, heating, gas, water, fuel, power, tele-communication, ventilation, laundry, drying, delivery and garbage disposal or other services, and all water and sewer systems, antennas, pool equipment, window coverings, drapes, and drapery, carpeting and floor covering, awnings, pipes, drains, water heaters and all food cabinets, it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby, and that all water and water rights (whether or not appurtenant) Borrower shall execute and deliver from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such property. The properties conveyed to Lender hereunder are hereinafter referred to as "such property".

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage

FOR THE PURPOSE OF SECURING

(1) Payment of the sum of \$ 200,000 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of DECEMBER 10, 2017 made by Borrower,

payable to Lender, under and after the terms, conditions, and renewals thereof; (2) Payment of such sums as may be incurred, paid out, or required by Lender or any other party in connection with this Mortgage and all modifications, extensions, or renewals thereof; (3) Performance of all obligations of Borrower contained therein as incorporated herein by reference or contained in any papers executed by Borrower and filed of record, as assigned hereby; (4) Performance of all the loan secured hereby or any part thereof for the purpose of creating a lien on all real property, of each parcel or agreement of Borrower contained in any building loan agreement, whether a promissory note, mortgage, and Lender relating to such property; (5) The performance and keeping by Borrower of all of the covenants, conditions, and promises required by the note and performed by Borrower pursuant to the terms of any lease of any and all portions of the present or future property owned or defined by Borrower, in respect to such property; (6) Compliance by Borrower with all laws, ordinances, and regulations, which may be applicable to, Borrower under any declaration of covenants, conditions, and restrictions pertaining to such property; (7) The performance of all obligations of Borrower as set forth in any written request of Lender, the enforcement by Borrower of any, even without a court order or other process, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after the date the same are due; (8) All other steps, payment with interest thereon, of any other present or future indebtedness, or obligations of Borrower or any other party, in respect to such property due to Lender, whether created directly or acquired by absorption or assignment, present, whether or not, whether or not they were secured or not, or whether existing at the time of the execution of this Mortgage or at any time thereafter. The execution of such obligations to be evidenced by a note in writing to Borrower or any successor in interest of Lender, and all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth; (9) Payment of charges, as allowed by law, when such charges are made, for any statement regarding the obligation secured hereby.

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Loan on Leasehold Estate... The amount received by Lender pursuant to this Mortgage Policy, Condemnation or other Recovery...

(1) Disposition of the Proceeds and as Lender shall require... Borrower agrees to execute any further assignments and other instruments...

(2) Condemnation and Injury to Property... All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property...

(3) Impounds... Lender shall so request in addition to any other payments required hereunder, monthly advance payments...

(4) Taxes and Other Sums Due... To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special taxes...

(5) Life, Health or Accident Insurance... If Borrower shall maintain the accident or health insurance and Lender shall be the owner or holder of any policy...

(6) Fire and Casualty Insurance... To provide and maintain in force at all times fire and other types of insurance with respect to such property...

(7) Repair and Maintenance of Property... To keep the property in good condition and repair, not to substantially alter, remove or demolish any building, structure, or other improvement...

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The performance of all obligations of Borrower to pay interest and principal on the mortgage shall be subject to the terms and conditions set forth in the mortgage instrument. Borrower understands that the mortgage instrument is a legal document and that the performance of all obligations of Borrower to pay interest and principal on the mortgage shall be subject to the terms and conditions set forth in the mortgage instrument. Borrower understands that the mortgage instrument is a legal document and that the performance of all obligations of Borrower to pay interest and principal on the mortgage shall be subject to the terms and conditions set forth in the mortgage instrument.

(1) Payment of the sum of \$ _____ (Five, zero, 00) with interest thereon according to the terms of a promissory note of even date herewith and having a final maturity date of _____ (Five, zero, 00) DECEMBER 10, 2017 made by Borrower, Lender and all other parties to the mortgage instrument, shall be paid by Borrower to Lender on or before the date specified in the mortgage instrument. Borrower understands that the mortgage instrument is a legal document and that the performance of all obligations of Borrower to pay interest and principal on the mortgage shall be subject to the terms and conditions set forth in the mortgage instrument.

FOR THE PURPOSE OF SECURING the performance of all obligations of Borrower to pay interest and principal on the mortgage instrument, Borrower hereby grants, transfers and assigns to Lender the rents, profits, interest and proceeds of all property owned by Borrower and all other parties to the mortgage instrument, including but not limited to all real and personal property, tangible and intangible, whether or not owned by Borrower, and all other parties to the mortgage instrument, including but not limited to all real and personal property, tangible and intangible, whether or not owned by Borrower, and all other parties to the mortgage instrument.

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, profits, interest and proceeds of all property owned by Borrower and all other parties to the mortgage instrument, including but not limited to all real and personal property, tangible and intangible, whether or not owned by Borrower, and all other parties to the mortgage instrument.

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to (in all cases) its and rights in any apartment, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or building, used to provide or supply air conditioning and other services, and all waste vent systems, air conditioning, heating, cooling, gas, water, sewer, water heaters and all other equipment, fixtures and appurtenances, and all other items placed thereon, including but not limited to, all apparatus and equipment, whether or not physically affixed to the land or building, used to provide or supply air conditioning and other services, and all waste vent systems, air conditioning, heating, cooling, gas, water, sewer, water heaters and all other equipment, fixtures and appurtenances, and all other items placed thereon.

36697889



Notarized

THIS INSTRUMENT PAIRED BY **36697889**

HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS

Mortgage and Assignment of Rents
LOAN NO. 347900-8

This Mortgage made this 4th day of NOVEMBER, 1997 between **ALEXANDER BRODZINSKY AND ELEN BRODZINSKY, HUSBAND AND WIFE AND BILLY ELMAN AND MARI ELMAN, WIFE AND HUSBAND** born 3581 CLEVELAND DRIVE (number and street) NILES (city) CA (state) 94563 (zip code) and **HOME SAVINGS OF AMERICA**, a corporation having its principal office at **11 NORTH WASHINGTON STREET, P.O. BOX 7075, PASADENA, CALIFORNIA 91109-7075**

...of the same, and to perform all other obligations of Borrower under any valid loan agreement relating to such property.

(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair and to substantially alter, renovate or demolish any buildings thereon, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed, including, but not limited to, damage from termites and earth movement, to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property, to comply with all law affecting such property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereon, not to commit, suffer or permit any act upon such property in violation of law, to cultivate, irrigate, fertilize, fumigate and plow, and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) **Fire and Casualty Insurance.** To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale held hereunder pursuant to the foreclosure of this Mortgage.

(4) **Life, Health or Accident Insurance.** If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby.

(5) **Taxes and Other Sums Due.** To pay, satisfy and discharge, (a) at least ten (10) days before delinquency, all general and special taxes affecting such property; (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amounts become due, (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, superior hereto; (2) all costs, fees and expenses of this whether or not described herein; (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made; (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower; (5) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold; and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower is or may be entitled.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days' written notice to be given to Borrower by Lender; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) **Impounds.** To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage; hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise, (a) for injury or damage to such property or in connection with any condemnation for public use or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action of or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, (b) in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(8) **Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.** The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) **Litigation.** Borrower shall defend this trust in any action or proceeding purporting to affect such property whether or not it affects the lien hereof, purporting to affect the lien hereof and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property, and Lender is hereby authorized, without obligation, to do, to prosecute or defend any such action, whether brought by or against Borrower or Lender, or with or without suit, the refusal of either party to do so, or the lack of power available or conferred hereunder, whether or not judgment be entered in any action or proceeding, and Lender may appear or intervene in any action or proceeding, and retain counsel thereon, and take such action thereon as either may be deemed necessary or advisable, and may settle, compromise or pay the same or any other claim, and in so doing may expend and advance or be reimbursed by any as either may deem necessary. Whether or not Borrower appears or defends, Borrower on demand shall pay all costs and expenses of Lender, including costs of evidence of title in any such action or proceeding in which Lender may appear by virtue of its obligations as party defendant or otherwise, and irrespective of whether the interest of Lender in such property, or the property thereon, or proceeds hereunder may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property, and any suit brought by Lender to foreclose this Mortgage.

(10) **Loan on Leasehold Estate.** If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument or instruments creating such leasehold. Borrower also agrees not to extend, change or modify the leasehold interest, or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being first obtained.

