

# UNOFFICIAL COPY

This instrument was prepared by:  
Patricia Biester  
Mail to: Household Bank, f/b/a

255 E. Lake Street, Bloomingdale, IL 60108

Address

## MORTGAGE

3766211

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 19th, day of December, 1963, between the Mortgagor, Henry M. Barthel and Mary Tapia Barthel, Married to each other in joint tenancy (herein "Borrower"), and the Mortgee, Household Bank, f/b/a, a corporation organized and existing under the laws of Illinois, whose address is 255 E. Lake Street, Bloomingdale, IL 60108 (herein "Lender").

The following paragraph preceded by a checked box is applicable:

WHEREAS, Borrower 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 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 other charges payable at Lender's address stated above, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 39,000.00, or to such thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 12-19-54 and extensions and renewals thereof (herein "Note"), providing for payments of principal and interest at the rates specified in the Note (herein "contract rate") including any adjustments to the amount of payment or the contract rate if that rate is variable, providing for a credit limit of \$ 30,000.00 and an initial advance of \$ 19659.00;

TO SECURE to Lender the repayment of the indebtedness, 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 Lender the following described property located in the County of Cook, State of Illinois:

#07-34-208-014

LOT 66 IN BRANIGAR'S MEDINAH SUNSET HILLS-UNIT NUMBER 2,  
A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41  
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO PLAT THEREOF REGISTERED ON MARCH 18, 1959,  
AS DOCUMENT NUMBER 1786615, IN COOK COUNTY, ILLINOIS

which has the address of 1432 Roslyn Rd.  
(Street)  
Illinois 60172 (herein "Property Address") and is the Borrower's address.  
(Zip Code)

Schaumburg

City

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 for the household estate if this Mortgage is on a household) are hereinafter referred to as the "Property."

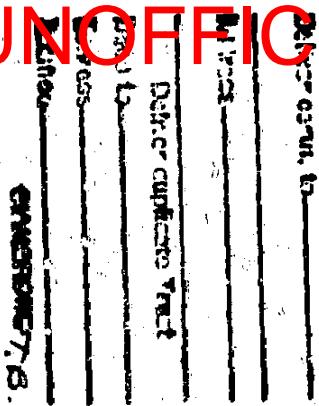
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, whether or not encumbrances of record.

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4450 SOS/Jan 11/98  
W.D. BURROWER

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85 JAN 11 PM 2:37  
CAROL NOSELEY BRAUN  
REGISTRAR OF TITLES



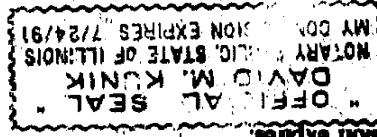
3766211

Waukegan Bank  
550 S. Canal St.  
Schaumburg IL 60079

EMERSON, T.B.

Property of Cook County Clerk's Office

(Please Print) The Line Reserved For Lender and Recipient



Given under my hand and official seal, this 21st day of December, 1988.  
Notary Public  
David M. Kunik  
Hancock and many thanks to you personally known to me to be the same person(s) whose name(s) above subscribed to the foregoing instrument,  
personally known to me to be the same person(s) whose name(s) above subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as  
stated.

I, David M. Kunik, Notary Public in and for said county and state, do hereby certify that  
Notary Public in and for said county and state, do hereby certify that  
Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, County of Cook  
County seal  
Notary Public  
Signature

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Releasee. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge  
to Borrower. Borrower shall pay all costs of recording, if any.  
21. Waiver of Foreclosure. Borrower hereby waives all right of foreclosure; instead, title to the Property under terms 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' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after notation hereof.

**15. Rehabilitation Loan 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 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 equitable 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 beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee so 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 accelerate, 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 hereof, 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 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 cure in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare 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, 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 unimpeded. 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.

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10. Borrower Name: Robert McVittie. Extension of the terms for payment of principal of amortization of the mortgage secured by the same to December 31, 1966. The extension of the term for payment of principal of the mortgage secured by the same to December 31, 1966.

9. **Codetermination.** The proceeds of any award or claim for derangement, direct or consequential, in connection with any demand for or title to the property, or part thereof, or for conveyance in lieu of consideration, shall be paid to the lessee, subject to the terms of any mortgage, deed of trust or other security agreement which has been

that Leander shall give Bottower notice prior to any such injunction specifying reasonable cause therefor related to Leander's

of all my action of proceeding is compromised which naturally allows Under's intention in the Project "X". When Under, at fee, and like such action as is necessary to protect Under's interests.

creasing or governing the amount of plenum unit development, the by-laws and regulations of the condominium are planned unit developments, and constituent documents.

6. Preferred stock and its derivative instruments, Preferred Shares, Preferred Stock Options, and Preferred Stock Warrants, shall not contain terms or provisions which would result in the issuance of preferred stock or preferred stock options to the Company's officers, directors, employees, agents, service providers, contractors, consultants, and other persons who have provided services to the Company or its affiliates during the term of the agreement.

If the Preceptor is dissatisfied by Borrower, or if Borrower fails to respond to a claim of non-pecuniary pecuniary losses within 30 days from the date notice is mailed by Lender to Borrower, or if the Preceptor certifies to Lender in writing that the interest rate is unreasonably excessive, Lender is entitled to rescind

the right to hold the policies and remedies clause in favor of an action susceptible to Lender. Lender shall have the right to hold the policies and remedies clause in favor of any mortgagee, subject to the terms of any mortgage.

**5. Extended Leverage**. Borrower shall keep the term "extended leverage" or "extended period" as defined in the Proprietary Lien Lease Agreement, now existing or hereafter created on the Proprietary Lien Lease.

any purpose, dead or utter of other security interests, with whom which has priority over the mortgage, including those under a

3. Application of Symmetry. All segments recast by Leender under the Rule and properties 1 and 2 need shall be applied by Leender in pyramid of 120 units payable to Leender by Borrower under paragraph 2 hereof, due to Leender.

Upon payment in full of all sums secured by the Mortgage, Lender shall promptly pay to Borrower any funds held by him under paragraph 1, above, or the title of such sums secured by credit, or trust, or otherwise, as a result of the sale of the Property or its acquisition by Lender, any funds held by Lender which have been used to pay expenses of collection, or to defend suits brought against the Property or its acquisition by Lender, or to defend suits brought against the title of the Property or its acquisition by Lender.

for the sums so named by this Mortgagee, the Products are paid in as aforesaid Security.

on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds advanced and debts or applications for which payment is to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds advanced and debts or applications for which payment is to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

or guaranteed by a Federal or state agency (including Letter of Credit or bond) to pay said taxes, assessments, interest or ground rent, Lender is liable for such taxes, assessments, interest or ground rent, and Lender shall pay the Funds to the Fund, notwithstanding any provision to the contrary contained in any instrument or agreement relating thereto.

and any, all its pecuniarily estimable family and friends due to the loss of the best of specimens and the best of persons.

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

1. Preparation of Pesticides and Insecticides  
2. Preparation of Various Types of Fertilizers  
3. Preparation of Pesticides and Insecticides