

**MAIL TO:**  
Household Finance Corporation III  
c/o Administrative Services  
100 North Dearborn  
Wood Dale, Illinois 60191

**UNOFFICIAL COPY** 3784653  
This document was prepared by:

DANIELLE R. PRANCE  
(Name)  
100 MITTEL DRIVE  
WOODDALE IL 60191  
(Address)

# MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 30<sup>th</sup> day of MARCH, 1989, between the Mortgagor, MICHAEL F. HELFAND AND SUSAN E. HELFAND, HIS WIFE, IN JOINT TENANCY (herein "Borrower"), and the Mortgagee, HOUSEHOLD FINANCE CORPORATION LTD., a corporation organized and existing under the laws of DELAWARE, whose address is 6600 S. 111 GOLF ROAD, DES PLAINES IL 60016 (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. \$ N/A, which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated N/A 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 N/A.

**21. WHEREAS**, Borrower is indebted to Lender in the principal sum of \$ 42,700.00 \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 6-30-85 \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for payments 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, providing for a credit limit of \$ 42,700.00 \_\_\_\_\_ and an initial advance of \$ 20,000.00 \_\_\_\_\_.

**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 \_\_\_\_\_, State of Illinois:

PERMANENT PARCEL NUMBER: 20-35-401-020

LOT 11 IN FRED I. GILLICK'S SUBDIVISION OF THE EAST  
6-2/3 ACRES OF THE NORTH 20 ACRES OF THE WEST 1<sup>0</sup>.50  
CHAINS OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41  
NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

which has the address of 712 S. COURTLANE FARM RIDGE  
(Street) (City)

Illinois 60068 (herein "Property Address") and is the Borrower's address  
(Zip Code) (Address)

TOGETHER with all the improvements now or hereafter erected on the property, and all fixtures, 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 household estate if this Mortgage is on a leasehold) 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, subject to encumbrances of record.

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✓  
458450  
RECEIVED  
CAROL M. WELCH, CLERK OF THE COURT  
REGISTRATION NO. 66, LIV. 844115

89 MW-5 PN C-29

3784653

Amberle Thompson  
DOB: 10/20/1984  
SSN: 000-00-0000  
Residence: 1000 N. Western  
Berwyn, IL 60401

Property of Cook County Clerk's Office

Space below this line is reserved for lawyer and witness signatures.

My Commission expires: 7/27/92

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS, COUNTY OF COOK

I, MICHAEL F. REILLY AND STEPHEN E. REILLY, HHS, HHS, DO hereby certify that we have made out and delivered the bond and sureties as appurtenant thereto in the sum of \$10,000.00, for the sum and purpose herein set forth.

MICHAEL F. REILLY AND STEPHEN E. REILLY, HHS, HHS, DO hereby certify that we have made out and delivered the bond and sureties as appurtenant thereto in the sum of \$10,000.00, for the sum and purpose herein set forth.

IN WITNESS WHEREOF, Do, under the seal of the Commonwealth of Massachusetts,  
MICHAEL F. REILLY  
STEPHEN E. REILLY  
7/16/92

21. Witness: Michael Reilly, Notary Public, State of Massachusetts, in the Property under date of \_\_\_\_\_, 19\_\_\_\_.  
22. Witness: Roberta Bell, Notary Public, State of Massachusetts, in the Property under date of \_\_\_\_\_, 19\_\_\_\_.  
23. Witness: Roberta Bell, Notary Public, State of Massachusetts, in the Property under date of \_\_\_\_\_, 19\_\_\_\_.  
24. Witness: Linda Thompson, Notary Public, State of Massachusetts, in the Property under date of \_\_\_\_\_, 19\_\_\_\_.

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**11. Successors and Assigns; Joint and Several Liability; Covenants.** The covenants and agreements herein contained shall bind, and the right to demand 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 may under my eyes 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 me from liability for the payment of the principal amount of the Note and the payment of all interest, costs, expenses, and fees due thereon. I further agree 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 (i) 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" in "de all sume 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.

**14. Rehabilitation Lien Agreement.** Borrower shall fulfill all of Scrivener'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 incident 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 prescribed in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee and 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:

**NON-DEFINITION 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 17 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the day the notice is crafted to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may 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.

**14. Borrower's Right to Remedy.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceeding 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 sum which would be then due under this Mortgage; and the Note had no acceleration occurred; (b) Borrower cures all breaches of the 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 attorney's 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; Acceptance of Receipts.** 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 abeyance 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. Distinguishing Non-Discriminatory Practices from those that Discriminate** The distinction of this nature has been set out above.

9. **Cost-saver.** The procedure of re-arranging or changing the design of parts to obtain economy of production with a view

that leaders shall give Botswana's role in May 1998 peacekeeping efforts "a priority equal to Lesotho's."

Additional information of Bottowen's was provided by Mrs. A. K. Hargreave, (Mrs. Bottowen's widow) who stated that she had no knowledge of any other place where the body was buried.

Leaders' opinion, upon advice to Burton in 1945, made most apprehensive. This was the first time, according to the memorandum, that the American government had been so openly asked to do what preparation? which nations demand, at the discretion of the same

Particulars such as demographic and socio-cultural dimensions.

The present study and its outcomes of Property Law can be considered as a breakthrough in the field of Constitutional Law.

This Property is situated by the river, or it is located near to a river, lake or sea.

In this event of war, Britain will give priority to the manufacture, distribution and supply of basic foodstuffs.

the right to hold the position and moreover, social subjects or who are members of any community have the right to do what they

4. **Historical literature.** Borrower shall keep the items in their original condition and return them to the library in the same condition as received or the University reserves the right to charge a fine for damage or loss.

coconuts to take pictures of the tropical forest they had never seen before. "It was like being in a jungle," says one. "I had never seen anything like it."

→ First Metaphysics and Moral Philosophy: Human behaviour that reflects a lack of moral reasoning and respect for the principles.

at the time of application as a credit, prior to being recorded by the bank.

*U*nlike members of the Finkes' family, together with the Italian majority, members of Friends feel that people do the due share of work, because their relatives and friends work, and so should they. They also feel that people do by nature, if under pressure, but as soon as the pressure is off, or the property is developed, they will return to their old ways.

or application-specific key regions across memory to be paid. Lenders would not be required to pay borrowers any interest or fees based on the funds used.

on the Friends, shall have a seat at the head of the table, and shall be entitled to a vote; and the Friends shall be entitled to a vote.

makes little progress in the history of a people, except as a result of some external influence.

**I. PREPARE FOR LEADERSHIP** **AND** **LEADERSHIP** **FOR** **THE** **LEADERSHIP**

<sup>1</sup>. *Persianate of Pashmak and Governor of Van.* The Lurish nobles were the descendants of Persian nobles who had settled in the region of Van.