

This document was prepared by

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100 MITTEL DRIVE BLDG 41
WOODDALE IL 60191

MAIL TO:
BANKERS TRUST COMPANY
c/o ADMINISTRATIVE SERVICES
100 MITTEL DRIVE
WOOD DALE, ILLINOIS 60191

MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 31st day of March, 19 89
between the Mortgagor, VIADORS J. SAVA AND KLEMA SAVA, HIS WIFE, AS JOINT
DEBTORS (herein "Borrower"), and the Mortgagee, HOUSEHOLD FINANCE CORPORATION III, a corporation organized and
existing under the laws of DELAWARE, whose address is 35 E. GOLF ROAD
SCARBOROUGH IL 60173 (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. \$ XXXXXXXXXXXXXXXXXXXX
which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated XXXXXXXXXXXX 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 of 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 at XX

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 75,000.00 or so much
thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 3/21/89 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 of the contract rate if that rate is
variable, providing for a credit limit of \$ 75,000.00 and an
initial advance of \$ 75,000.00

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 payments of the contract
rate if that rate is variable) and other charges on 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 hereon
contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the
County of COOK State of Illinois

PERMANENT PARCEL NUMBER: 10-93-314-004

LOT 21 IN BLOCK 5 IN GARDEN AND MONSIEUR'S ESTATE
GOLF ADDITION, BEING A DIVISION OF LOT 20 AND PART
OF LOTS 22, 23, 24 AND 25 IN SECTION 4 PART OF GARDEN
RESERVE, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 6517 N. BRADLEY
Chicago 60646 (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
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
decreasing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are herewith 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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11. **Successors and Assigns** Borrower and Lender agree that this Mortgage shall be binding on Borrower and all successors, heirs, assigns, personal representatives, estate, executors, administrators, and assigns of both Borrower and Lender, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12 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 as mortgagee, grantor and covenantor 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 amend, 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. **General Law Governing** This Mortgage and Note shall be subject to the laws of the jurisdiction in which the Property is located. The foregoing covenants shall not limit the applicability of Federal law on 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 such conflict shall not affect the enforceability of this Mortgage and the Note are declared to be severable. As used herein, "court", "courts" 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 confirmed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

15. **Rehabilitation 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, including (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 constituting an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative residing with the Borrower, (f) a transfer to the spouse or children of the Borrower based on ownership 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 from an trust which 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 regard to the Property by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to be provided to 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 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 provided by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration Remedies** Except as provided in paragraph 18 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay which any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying (a) the breach, (b) the action required to cure such breach, (c) the date, not less than 15 days after the date the notice is mailed to Borrower, by which such breach must be cured, and (d) the date, not less than 30 days after the date the notice is mailed to Borrower, by which such breach must be cured. Failure to cure such breach by the specified date and date of the notice may result in acceleration of the debt secured by this Mortgage, for which any legal proceedings and costs of the Property. The acceleration of the debt secured by this Mortgage shall constitute a default of Borrower to accelerate the debt secured by this Mortgage to the extent of the acceleration. Lender, at its option, may elect to exercise the right to accelerate the debt secured by this Mortgage to the extent of the acceleration, or may elect not to exercise such right. Lender, at its option, may elect to exercise the right to accelerate the debt secured by this Mortgage to the extent of the acceleration, or may elect not to exercise such right. Lender, at its option, may elect to exercise the right to accelerate the debt secured by this Mortgage to the extent of the acceleration, or may elect not to exercise such right. Lender, at its option, may elect to exercise the right to accelerate the debt secured by this Mortgage to the extent of the acceleration, or may elect not to exercise such right.

18. **Borrower's Right to Cure** 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 (d) Lender 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 17 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, expenses or receiver's bond and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

10. Borrower Not to Be Released by Lender Not a Waiver. Release of the loan for payment or satisfaction of the loan secured by this Mortgage shall not constitute a release of the Borrower from its obligations under this Mortgage. The Borrower shall remain obligated to the Lender for the full amount of the loan until the loan is paid in full.

11. Remedies. In addition to any other remedies available to the Lender, the Lender shall have the right to foreclose on the Property in the event of a default under this Mortgage. The Lender shall not be bound by any limitations on its remedies or on the amount of its recovery.

12. Assignment. The Lender may assign or otherwise dispose of its interest in this Mortgage, and the Borrower shall remain obligated to the assignee. The Borrower shall not be bound by any limitations on the assignee's remedies or on the amount of its recovery.

13. Subordination. This Mortgage is made subject to any other mortgages or liens on the Property that are recorded in the Public Records prior to the recording of this Mortgage. The Lender shall not be bound by any limitations on the priority of such mortgages or liens.

14. Waiver of Defenses. The Borrower waives any defenses or objections that it may have to the enforcement of this Mortgage, including any defenses or objections based on the timing or manner of the Lender's actions.

15. Entire Agreement. This Mortgage and the related documents constitute the entire agreement between the Lender and the Borrower. No oral or written agreement, understanding, or arrangement shall be binding on the Borrower if it is not contained in these documents.

16. Governing Law. This Mortgage shall be governed by the laws of the State of California. The parties agree to submit to the jurisdiction of the courts of the State of California and to accept the venue of any lawsuit brought in such courts.

17. Notices. All notices under this Mortgage shall be in writing and shall be delivered to the Borrower at the address set forth in this Mortgage. Notices may also be delivered to the Borrower by electronic means if the Borrower agrees to such delivery.

18. Counterparts. This Mortgage may be executed in counterparts, and each counterpart shall be deemed to be an original copy of this Mortgage. All counterparts together shall constitute one and the same agreement.

19. Electronic Signature. The Borrower agrees to execute this Mortgage using an electronic signature that complies with the requirements of the Electronic Signatures in Global and National Commerce Act (ESIGN Act) and the California Electronic Transactions Act (California E-Signature Law).

20. Acknowledgment. The Borrower acknowledges that it has read and understands the contents of this Mortgage and that it agrees to the terms and conditions set forth herein. The Borrower is not being induced into this Mortgage by any fraud, duress, or undue influence.

21. Release of Lender. The Borrower releases, defends, holds harmless, and agrees to indemnify the Lender from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that the Lender may incur in connection with this Mortgage.

22. Assumption of Risk. The Borrower acknowledges that the Property is subject to various risks, including fire, theft, and natural disasters. The Borrower agrees to assume the risk of such events and to maintain adequate insurance coverage.

23. Severability. If any provision of this Mortgage is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect. The unenforceability or invalidity of any provision shall not affect the enforceability or validity of any other provision.

24. Binding on Heirs. This Mortgage shall be binding on the Borrower, its heirs, assigns, and personal representatives. The Borrower agrees to execute any documents necessary to perfect this Mortgage and to defend the Lender's interest in the Property.

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