

# UNOFFICIAL COPY

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This document was prepared by  
P. GIMREZ

ROYCE R. BOURGEOIS FINANCE CORPORATION ITS  
ADMINISTRATIVE SERVICES  
100 MITTEL DRIVE  
WOOD DALE, ILLINOIS 60191

100 MITTEL DRIVE BLDG #1  
WOODDALE IL 60191  
(Address)

## MORTGAGE

IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 17th day of April, 19 89  
between the Mortgagor, EDWARD F. BUCAS AND MARY LOU BUCAS, HIS WIFE, IN JOINT  
TENANCY (herein "Borrower"), and the Mortgagee,  
HOUSINGLOAN FINANCE CORPORATION III, a corporation organized and  
existing under the laws of DELAWARE, whose address is 1105 MOUNT PROSPECT PLAZA  
MOUNT PROSPECT IL 60056 (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 550,000.00 or so much  
thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 4/17/88 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 \$ 10,000.00 and an  
initial advance of \$ 41,587.33

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  
herein 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:

PERMITS/PARCEL NUMBER: 03-10-210-013

LOT 15 IN BLOCK 8 IN DUNFORD SUBDIVISION UNIT NUMBER 1  
OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 42  
NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
AND PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP  
42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON  
MAY 3, 1955 AS DOCUMENT NUMBER 1391896, IN COOK COUNTY,  
ILLINOIS.

NOT RECORDED

County Clerk's Office

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which has (the address of) 118 GEORGE NEELING  
Illinois 50090 (herein "Property Address") and is the Borrower's address.  
(Zip Code)

TOGETHER with all the improvements now or hereafter created 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 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  
exceptions of record.

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HPC  
105 M1 bonded P1020  
M1 bonded to court



APR 10 11 48  
DEPT. OF PUBLIC SAFETY  
REGISTER OF TITLES

Property of Cook County Clerk

Give Below This Line Reason For Lien or Hold Record

My Commission Expires: \_\_\_\_\_  
OFFICIAL SEAL  
Notary Public, State of Illinois  
Commission Expires 1/1/22

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

appeared before me this day in person, and acknowledged that \_\_\_\_\_ to be \_\_\_\_\_  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_  
subscribed to the foregoing instrument.

EDWARD P. BOGAR AND MARY LOU BOGAR, HIS WIFE, IN JOINT TENANCY  
\_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, \_\_\_\_\_ COUNTY

EDWARD P. BOGAR  
MARY LOU BOGAR

IN WITNESS WHEREOF, Borrower has hereunto set hand and seal

20. Release. 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 Homestead. Borrower hereby waives all right of homestead exemption to the property under state or Federal law.



11. Successors and Assigns Bound; Joint and Several Liability; Co-obligors. The covenants and agreements herein contained shall bind, and the right hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 11 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 so that Borrower's interest in the Property.

12. Notice. Except for any notice required under any 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 "attorney's 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 consummation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any lease, 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 or "lifting 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 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 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 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 a Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due and 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 the Mortgage, and such acceleration by judicial proceedings 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 to a sale. 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 attorney's fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstale. 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 attorney's fees; and (d) Borrower's 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, premiums on receiver's bonds 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 received and held.

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:
1. Payment of Principal and Interest. The mortgage account shall be paid in accordance with the schedule set forth in the attached schedule of payments...
2. Taxes and Insurance. Borrower shall pay all taxes and insurance charges...
3. Hazard Insurance. Borrower shall keep the improvements on the property insured against fire and theft...
4. Prior Mortgages and Deeds of Trust. Borrower shall pay off all prior mortgages and deeds of trust...
5. Maintenance of Property. Borrower shall keep the property in good repair and condition...
6. Easements. Lender shall have the right to use the property for the purposes of the mortgage...
7. Assignment. Borrower shall not assign or transfer the mortgage...
8. Remedies. Lender may take any action or proceedings to enforce the mortgage...
9. Costs and Expenses. Borrower shall pay all costs and expenses incurred by Lender...
10. Miscellaneous. This mortgage shall be governed by the laws of the State of California...

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