

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY:

7/9/5
E. LOTTICH

3813795

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. 1097834-4

This Mortgage, made this 31st day of JULY, 1989, between
AVROM I. PACKER, MARRIED TO DORES PACKER

herein called BORROWER, whose address is 4601 BURNHAM DRIVE
(number and street)

HOFFMAN, ESTATES
(City)

IL
(State)

60195
(Zip code)

and

and HOME SAVINGS OF AMERICA, S.A., 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 .63 CLUBHOUSE DRIVE, UNIT 430, PALATINE, IL. 60067

PTN: 02-24-105-020-1110

Item 1.

Unit 430 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 7th day of January, 1980, as Document Number 3139599.

Item 2.

An Undivided .751535% interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of Lots Six (6) and Seven (7) lying Southerly of the following described line: Commencing at the Southeast corner of said Lot 6, thence North 1' 57' 45" East along the East line of Lot 6 for a distance of 10 feet for a place of beginning; thence South 75°00' West for 145.00 feet; thence North 56°00' West for 100.00 feet; thence South 65°23'3" West for 68.00 feet to the Southwest corner of said Lot 6 (excepting therefrom that part thereof lying within the ingress and egress easement as shown on the aforesaid plat of Willow Creek Apartment Addition), (and also except that part of lot 7 described as follows: Commencing at the Southwest corner of said Lot 7 for the place of beginning, thence Easterly along the Southerly line of Lot 7 for 200 feet; thence Northwesterly 187.68 feet, more or less, to a point in the Westerly line of Lot 7 that is 30 feet Northeastly of the Southwest corner of Lot 7, as measured along said Easterly line of Lot 7; thence Southwesterly along the said West line of Lot 7 for 30 feet to the place of beginning) in Willow Creek Apartment Addition (being a resubdivision of part of Willow Creek, a subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 28, 1970 as Document 2536681.

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FOR THE PURPOSE OF SECURING:

(1) Payment of the sum of \$ 44,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of AUGUST 10, 2019 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extension or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in, defining Borrower's right in respect to such property. (6) Continuance by Borrower with each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. (7) At Lender's option, payment with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of 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.

L.T.G.F.
OX 370

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(9) Payment of... as a lower...
(10) Payment of... as a lower...
(11) Payment of the sum of \$4,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of August 10, 1939.

FOR THE PURPOSE OF SECURING:

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the entire, income, issues, and profits of all property...
The Borrower now has or may hereafter acquire in or to a property, and in or to (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances...
The Borrower agrees to execute and deliver from time to time such further instruments as may be requested by Lender...

109-7075

109-7075

Property of Cook County Clerk's Office

WITNESSETH: Borrower hereby grants, transfers and assigns to Lender the entire, income, issues, and profits of all property...
LOAN NO. 109-734-4

AVRON I. PACKER, MARRIED TO MORIS PACKER
Mortgage made this 31st day of JULY, 1939
between

ADJUSTABLE INTEREST RATE LOAN
THIS INSTRUMENT PREPARED BY
P.O. BOX 7075
LOS ANGELES, CALIFORNIA 90001
ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS
WHEN RECORDED MAIL TO
HON. DENA SAVINGS OF AMERICA
P.O. BOX 7075
LOS ANGELES, CALIFORNIA 90001



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3615755

TO PROTECT THE SECURITY OF THE MORTGAGE

IMPROVEMENTS

(1) Construction or Improvement of Property. The Borrower shall construct or improve or repair any building or other structure on the property...

...and shall be bound to pay when due all taxes and assessments against such property...

(2) Repair and Maintenance of Property. To keep deminish any buildings hereon to restore property and furnish in connection with such property...

such property in good condition and repair and to substantially alter or repair any building or other structure...

(3) Fire and Casualty Insurance. To provide and property as may be required by Lender. Each policy of insurance shall be in an amount for a term and in form and conditions...

such insurance shall be in an amount for a term and in form and conditions and shall be delivered to and remain in possession of Lender...

(4) Life, Health or Accident Insurance. If Borrower holder of any policy of such insurance as further security shall be in default...

Lender shall be the owner of any such insurance and Lender shall be the owner of any such insurance...

(5) Taxes and Other Burdens Due. To pay satisfy a Taxes affecting such property, (b) any dues, penalties, interest or charges...

discharge (a) at least ten (10) days before delinquency a general and special assessments for public improvements...

(6) Impounds. To pay to Lender, if Lender shall so require, all taxes, assessments, interest or charges...

the value of real property for the purpose of taxation, any lien thereon, or charging the secured debt against the state or local properties...

(7) Condemnation and Injury to Property. If all property, whether by way of judgment, settlement or condemnation for public use or injury to such property...

is due, paid or payable to Borrower or any successor in interest to Borrower of such nature as for injury or damage to such property...

(8) Disposition of the Proceeds of any Insurance Policy, Condemnation or Other Recovery. The amount received by Lender in connection with any fire or other insurance policy...

in connection with the fire or other insurance policy, in connection with the condemnation or other recovery...

(9) Litigation. Borrower shall defend this trust in any action or proceeding brought against the Borrower...

any action or proceeding brought against the Borrower, and Lender is hereby authorized with all the power...

(10) Lien on Leasehold Estate. If such property includes leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument or instruments creating such leasehold...

includes leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument or instruments creating such leasehold...

(11) **Prepayment Charge.** To pay any prepayment charge required under any note or obligation secured by this Mortgage in the event that Borrower shall have defaulted in the performance of any obligation secured by this Mortgage and Lender, by reason thereof, shall have declared all sums secured by this Mortgage in immediately due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may: (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior thereto; and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on behalf of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured herein and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and shall such sum and interest thereon be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) **Acceleration Clause. Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or conveys such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily, or leases such property or any part thereof for a term of more than 3 years, or changes or permits to be changed, the character or use of such property, or drills or extracts or enters into a lease for the drilling for or extracting oil, gas or other hydrocarbon substance or a mine of any kind or character on such property, or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred, or (c) Borrower is a corporation and more than 25% of the corporate stock then or is sold, transferred or assigned during a 12 month period, or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property, or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(17) **No Waivers by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(19) **Right to Collect and Retain Rent and Profits.** Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property as they become due and payable, but Lender reserves the right to revoke such permission at any time with or without cause by notice in writing to Borrower, mailed to Borrower at his last known address. In any event, such permission to Borrower automatically shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and with respect to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property or any part thereof, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents in its own name sue for or otherwise collect the rents, income, issues and profits thereof including those past due and unpaid, and apply the same, less costs and expenses of collection or satisfaction, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues or profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them may be otherwise entitled, may be exercised from time to time at its option as it may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the same through at its option, either before, contemporaneously with, or after any Mortgagee's sale made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby any and all sums of money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any impounds held by Lender under paragraph (8) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and of set made by Lender shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication cost and costs of procuring abstracts of title or commitments for title insurance. Such fees, charges and costs may be estimated as to items to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparation for the commencement of any suit or foreclosure hereof or accrual of such right to foreclose, whether or not actually commenced; (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced; (d) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order: of priority first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any surplus to Borrower, his legal representative, or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession. Such appointment may be made either before or after sale, without notice without regard to the solvency or insolvency at the time of application for such receiver of the person or persons, if any liable for the payment of the indebtedness secured hereby and without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Borrower, his successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to such sale. In case of a judicial sale, the property, or so much thereof as, may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** This is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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