NAIL TO: HOUSEWOOD FINANCE CORPORATION III o/o ADMINISTRATIVE SERVICES 961 WEIGEL DRIVE 91028822

P.O. BOX 8635

## **MORTGAGE**

414141

## ELMHURST, IL 60126 $\square$ IF BOX IS CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made				
	this	5th day of June		, 19 <u>_91</u> ,
natures the Mortgoon RO	NALD F. MANG	AN AND DENISE C. MA	NGAN, HUSBA	ND AND WIFE
			(herein "Borro	wer i, and the
Mortgagee, Household Bank, f.s.	h a federal cavings	hank with an office at 191	26 BURNHAM	AVENUE
Mortgagee, Household Bank, I.	3.D., a lederal savings	Dalik, With all Office Manager	(herein "Lender")	·
LANSING, IL 60438			. (Helett Extract)	
The following paragraph wi	nich is preceded by a	checked box is applicable:		•
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Rate Agreement (herein "Note"), to the amount of payments or the	ie contract rate if that	rate is variable, with the balance	& Of the maconemic	
paid, due and payable on	00=05=06			
C WITTENE AC Doctorios i	slindehted to Lender	in the principal sum of \$	N/A	, or so much
☐ WHEREAS, Borrower in thereof as may be advanced pu	remant to Rorrower's	Revolving Loan Agreement da	ted N/A	
thereof as may be advanced pu and amendments, extensions, at	nd renewals thereof (h	nerein "Note"), providing for mo	onthly installments	of principal and
and amendments, extensions, are interest at the rate and under the variable, and providing for	e terms specified in t	the Note, including any adjustn	nents in the interest	rate if that rate
is variable and providing for	a credit limit 97 3_	N/A and an initia	il advance of \$	(/A
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TO SECURE to Lender the	e repayment of the in	ndebledness evidenced by the N	uma I oan Agrieme	nt: the navment
TO SECURE to Lender the any increases if the contract rate	e is subject to change	future advances under a revolu-	the security of this	s Mortgage: and
of all other sums, with interest	thereon, advanced in	a Decordance indicate in a process	rmuer does herehy	mortgage grant
the performance of the covenar and convey to Lender the follo Indiana:	us and agreements of	ment is the propert	y ofake	, State of
and convey to Lender the 1020	the Lak	e County Recorder	!	
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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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note as provided in the Note, including any variations resulting from changes in the contract rate.
- 2. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against ioss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- condominium or planned unit development, and constituent documents.

  5. Protection of Lender's Security. It Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the toan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance certainties in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon at the applicable contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property of partitioned, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 8. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily table shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest and such other parties secondarily liable. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 9. 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 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 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.
- 10. 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.
- 11. Governing Law; Severability. The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law, in which case Federal law applies. 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.

12. 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, or (d) any other transfer or disposition specifically described in the due-on-sale regulations prescribed by the Office of Thrift Supervision, 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 10 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 13 hereof.

13. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in the Note or this Mortgage, 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 and/or invoke any other remedies permitted by applicable law. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports. Furthermore, Lender shall be entitled to collect from Borrower all expenses of preparing for filing a foreclosure proceeding, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports, if Borrower has cured its breach of any covenant or agreement of Borrower in the Note or this Mortgage prior to the filing of such

foreclosure proceeding.

14. 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 13 hereof, including, but not limited to, reasonable attorneys' fees; and (d) to assure that the lien of this Mortgage, Lender's interest coured by this Mortgage shall continue unimpaired. Upon Borrower takes such action as Lender may reason in the Property and Borrower's obligation to pay d the obligations secured hereby shall remain in full force and effect such payment and cure by Borrower, this Mortgage at as if no acceleration had occurred.

15. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

16. Waiver of Valuation and Appraisement. Bortower hereby waives all Fight of valuation and appraisement.

17. Redemption. Borrower, to the extent allowed by law, hereby waives any and all rights of redemption in the event of foreclosure of this Mortgage

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

STATE OF INDIANA, Lake		<del></del>	County ss:	
On this	day of	June	$\frac{91}{19}$ , before me, the undersign	gned, a
Notary Public in and	for said County,	personally appeared_	RONALD F. MANGAN AND DENISE	C. MAN
HUSBAND AND	WIFE	, and	acknowledged the execution of the foregoing instr	ument.
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This instrument	was prepared by:		Resident of Cook County, F	TII:Nois <del>ndiana</del>
This instrument	was prepared by:		Resident of Cook County, F	TII:Nois <del>ndiana</del>