94028917

MORTGAGE

THIS MORT	TGAGE is made thistwenty_eighth day of	Marc	h 4	9 94	
Between the Mo	TGAGE is made this twenty eighth day of prigagor(s) ROLLAND L. RITZ ZND CHERYL L. RITZ Gee, HOME OWENRS SECURITY CORPORATION Granized and existing under the laws of Illinois	11010			rower'').
ind the Mortgag	gee, HOME OWENRS SECURITY CORPORATION		(110		
i corporation org vhose address is	games and among and at the laws of				· · · · · · ·
Alinga anni 622 i	15 1000 011100 BOX 220; Edits trig; 111111015 00430	· · · · · · · · · · · · · · · · · · ·			
ontract dated _	, Borrower is indebted to Lender in the principal sum of U.S. \$ <u>18,774.94</u> v <u>March 28, 1994</u> and extensions and renewals thereof (herein ''Note'' ith the balance of indebtedness, if not sooner paid, due and payable on), providing for mo	nthly insta	ced by B Ilments o	orrower's f principal
nterest thereon,	E to Lender the repayment of the indebtedness evidenced by the Contract, with interest n, advanced in accordance herewith to protect the security of this Mortgage; and the perein contained, Borrower does hereby mortgage, grant and convey to Lender the Lake. State of XIXXXXX INDIANA	erformance of the	covenant	s and ac	reements
	Situated in the City of Hammond, County of Lake, and further described as follows:	1 State of	Indian	a, an	d is_
	Lot 26 in Block 1 in Turner Meyn Park, in the City or recorded in Plat Book 19, Page 12, in the Office of	of Hammond.	as pe		
	Lot 26 in Block 1 in Turner Meyn Park, in the City of	of Hammond.	as pe	r pla	t there
•	Lot 26 in Block 1 in Turner Meyn Park, in the City or recorded in Plat Book 19, Page 12, in the Office of	of Hammond.	as pe er of v	r pla	t there
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the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1: Payment of Principal and Interest. Borrower snall promptly pay when due the principal and indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development "assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an indeption of the payments.

Institutional lender

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a change. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount processors to make up the deficiency in one or more payments as Lender may require.

necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amount payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. 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.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss 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 shall have the right to hold the policies and renewals thereof, subject to 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 f

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.

6 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

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, and constituent documents.

7. Protection of Lender's Security. If 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 attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan 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 terminates 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 Note 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 required lander to incur any expense or take any action because the security and expense or take any action because.

require Lender to incur any expense or take any action hereunder.

8. 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 inspec

specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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

10. 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 shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. 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

11. 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 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 Contract, (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 contract 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 Contract without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. 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. 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 Contract conflicts with applicable law, such conflict shall not affect other 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.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Contract and of this Mortgage at the time of execution or after recordation hereon.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may have against parties who supply labor, materials or services in connection with lender. In a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any

without further notice or demand on Borrower.

without further notice or demand on Borrower.

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

17. Acceleration, Except as provided in paragraph 16 hereot, upon Borrower's breach of any covenant or agreement of Borrower in this mortgage or the contract, including the covenants to pay when due any sum secured by this mortgage, Lender may accelerate all sums due by giving notice to Borrower as provided in paragraph 12 hereof and without further demand may foreclose this mortgage by judicial proceeding. Lender shall be entitled to collect at such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

18. 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 or abandonment of 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 either take possession or 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 collections 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.

19. 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 recordation, if any.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

REQUESTS FOR NOTICE OF DEFAULT — AND FORECLOSURE UNDER SUPERIOR — **MORTGAGES OR DEEDS OF TRUST**

	/		
Borrower and Lender request the holder Notice to Lender, at Lender's address set for foreclosure action.	of any mortga g e, deed of trust or orth on page one of this Mortga	or other encumbrance with a lien ge, of any default under the sup	which has priority over this Mortgage to give erior encumbrance and of any sale or other
	NOTOF	FICIAL!	
IN WITNESS WHEREOF, Borrower has	This Document	s the property of	
	the Lake Cou	nty Rhammery	-Borrower
	apagaman pramuun	ROLLAND L. RITZ	5.
		Cherill. Rits	-Borrower
		CHERYL L. RITZ	
STATE OF ILLINOIS, ILLINOIS		nty ss.	4
ı, <u>Joan Edwards</u> Rolland L. Rit	z and Cheryl L. Ri	tz, a Notary Public in and for	said county and state, do hereby certify that
to me to be the same person(s) whose har	ne(s) <u>are</u> subscribed	a to the foregoing instrument, a	opeared before me this day in person, and
acknowledged thattheysigns	d and delivered the said instrur	ment as <u>their</u> free a	nd voluntary act, for the uses and purposes
therein set forth.	St. Okt.		
Given under my hand and official seal, th	istwenty_eightl	day of	Margh 1994
Mu Commission at the commission of the commissio	Jumy	Soar Golu	
My Commission expires: OFFIC A Joan Edward	rds Solva		y Public = m
Notary Public, Stat	e of lixingto	ANALUI	HM EL OU EL OU
My Commission Ex	Dires 5-4 SEASS GNMENT	DEMORIGAGE	SP 3 5
FOR VALUE RECEIVED, the annexed Mo			ch is recorded in the office of the Becorder of
			and the contract described therein
County, Illinois	as Document Number		and the contract described therein
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HOMEOWNERS SECURITY CORP. PO BOX 225 LANSING, IL 60438