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0523803174

Doc#: 0523803174 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/26/2005 04:28 PM Pg: 1 of 5

MORTGAGE

THIS MORTGAGE is made this 22nd day of August 2005, between the mortgagor, **Carnell Berry & Brenda Berry** (herein "Borrower"), and the mortgagee **Minta Development, Inc.**, whose address is 5875 N. Lincoln Ave Lower Level 43 Chicago, IL 60659 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred and Thirty Thousand and No/100 Dollars (\$230,000.00) which indebtedness is reflected by Borrower's note dated this 22nd day of August 2005 (herein referred to as "Note"), at 7.50% (Seven and 50/100 percent) amortized over thirty years provided for monthly installments of principal and interest in the amount of One Thousand Six Hundred and Eight and 19/100 dollars (\$1,608.19) with a beginning payment on September 1, 2005 and equal monthly payment thereafter with the balance of the indebtedness, if not sooner paid, due and payable August 31, 2010.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, advanced in accordance herewith to protect the security of this mortgage, and the performance of the covenants and agreements of Borrower herein contained and (b) the repayment of any future advances, with interest thereon made to Borrower by Lender pursuant to paragraph 14 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, convey to Lender the following described property located in the County of Cook, State of Illinois which has the address of **8737 S. Houston Ave Chicago, IL 60617** (herein "Property Address");

LOT 32 IN BLOCK 8 IN SOUTH CHICAGO BEING A SUBDIVISION BY CALUMET AND CHICAGOCANAL AND DOCK COMPANY OF THE EAST 1/2 OF FRACTIONAL SECTION 6 NORTH OF THE INDIAN BOUNDARY LINE AND THAT PART OF FRACTIONAL SECTION 6, SOUTH OF THE INDIAN BOUNDARY LINE LYING NORTH OF THE MICHIGAN AND SOUTHERN RAILROAD AND FRACTIONAL SECTION 5, NORTH OF THE INDIAN BONDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Index Number: 26-06-204 -016- 0000

Property Address: 8737 S. Houston Ave Chicago, IL 60617

TOGETHER with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profit, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all the foregoing, together with the said property (or the leasehold estate if this mortgage is on a leasehold) are herein after 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, that the property is unencumbered, and the Borrower will warrant and defend generally the title to the Property against all claims and demand subject to any declarations, easement or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

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Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and the principal of and interest on any Future Advances secured by this mortgage.
2. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that the Lender shall give borrower notice that prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
3. **Borrower Not Released.** Extension of the time for payment or modification of the 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 successor 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.
4. **Forbearance by Lender Not a Waiver.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
5. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently independently or successively.
6. **Successors And Assigns Bound; Joint and Several Liability; Captions.** 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 10 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
7. **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 mailing such notice by certified mail addressed to Borrower at the Property Address of at such address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such 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.
8. **Uniform Mortgage; governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This given effect without the conflicting provision, and to this end the provision of the Mortgage and the Note are declared to be severable.
9. **Borrower's Copy.** Borrower shall be furnished copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

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- 10. Transfer of the Property; Assumption.** If all or any part of the Property or an Interest therein is sold or transferred by Borrower without Lender's prior written consent, executing (a) the creation of a purchase money security interest for household appliances, a transfer by devise, descent or operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less containing an option to purchase, Lender may at, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as lender shall request. If Lender has waived the option to accelerate provided in this paragraph 10, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 7 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 9 hereof.

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

- 11. Acceleration; Remedies.** Except as provided in paragraph 10 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 7 hereby specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notices mailed to the Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the day specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lenders at Lender's option may declare all the sums secured by this mortgage to be immediately due and payable without further demand, and may foreclose this mortgage to be immediately due and payable without further and may foreclose, including, but not limited to, reasonable attorneys' fees, and cost of documentary evidence, abstracts and title reports.
- 12. Borrowers' Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of judgment enforcing this Mortgage if, (a) Borrower pay Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, 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 9 hereof, including, but limited to, reasonable attorneys' fees; and (d) Borrower 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 obligations secured 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 in effect as if no acceleration has occurred.
- 13. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of Property, provided that Borrower shall, prior to acceleration under paragraph 9 hereof or abandonment of the Property, have the right to collect and retain rents as they become due and payable.

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Upon acceleration under paragraph 9 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following the judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection 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. Lender and the receiver shall be liable to the account only for those rents actually received.

14. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon shall be secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.
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, and any release fee in effect at that time.
16. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

Property of Cook County Clerk's Office

