

UNOFFICIAL COPY

85225123

7-17-04-11
THIS instrument was prepared by:
Ronnie Hrebec, City Consumer Services
(Name)
1111 Plaza Drive, Schaumburg, IL 60196
(Address)

MORTGAGE

THIS MORTGAGE is made this . . . 4th . . . day of . . . October . . . 19 . . . 85 . . . between the Mortgagor . . . Edna L. Kape, a femme sole . . . (herein "Borrower"), and the Mortgagee . . . City Consumer Services, Inc. . . . a corporation organized and existing under the laws of the state of New Jersey . . . whose address is . . . 23 Belmont Drive, Somerset, New Jersey, 08873 . . . (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$26,800.00 . . . which indebtedness is evidenced by Borrower's note dated October 4, 1985 . . . and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on . . . October 9, 2000 . . .

TO SECURE to Lender, the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . . . Cook . . . State of Illinois:

Lot 601 (except the North 10 feet thereof) in Krenn and Gato's Dempster Street "L" Terminal Subdivision of part of the N.W. 1/4 of the N.W. 1/4 of Section 21, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Parcel Number: 10-21-114-019-0

which has the address of . . . 8600 Harms Road . . . Skokie . . .
[Street] [City]

Illinois . . . 60077 . . . (herein "Property Address");
[No Coce]

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 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 encumbrances of record.

ILLINOIS-

-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

AZ-020-00-0382 (Front)

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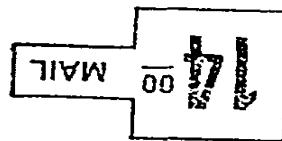
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Schauemburg, Illinois 60196
111 Plaza Drive, Suite 646
City Consulter Services, Inc.

(222-222-2222 222-222-2222 222-222-2222 222-222-2222)

ME202 # 11 * -85-225125
TIAA 3125 10/06/85 10:37:00
TIAA 3125 10/06/85 10:37:00
\$14.25



Ally Commission expires:

18/21/6

I, Josephine J. Calabrese, a Notary Public in and for said county and state, do hereby certify that
1. Edna L. Kane, a female age _____, personally known to me to be the same person(s) whose name(s)
is/are voluntarily subscribed to the foregoing instrument,
personally appeared before me this day in person, and acknowledged that she
signed and delivered the said instrument
free voluntarily, for the uses and purposes therein set forth.
Given under my hand and official seal, this 4th day of October, 1983.

STRATEGIC PLANNING • CULTURE • LEADERSHIP • TEAMWORK • COMMUNITY ENGAGEMENT

Eduardo L. Kane
-Bonds-

IS WITNESS WHEREOF, Rotowire has executed this witness.

Borrower and Lender request that holder of any mortgage, deed of trust or other encumbrance with whom 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.

MORTGAGES OR DEEDS OF TRUST
AND FORECLOSURE UNDER SUPERIOR

The attached Due-On-Transfer is incorporated herein and made a part of this instrument.

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 and charges paid by the tenants of the Property and to pay over the rents and charges received by him to the holder of the mortgage or to the person entitled to receive them.

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10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage, caused by Lender's failure to exercise its interest 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 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.

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 (a) 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.

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 recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home 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, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by descent, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, 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, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, 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, with 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 Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sum 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 this Mortgage, foreclosure by judicial proceeding, 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 foreclosure. 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. 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 17 hereof, including, but not 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 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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Borrower's additional disbursement by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become due upon occurrence of Borrower's default under this Note or if Borrower requests payment before the time of payment, such amounts shall be payable upon notice from Lender to Borrower reasonable period of time to collect sums of money due under this Note.

8. Lender may make or cause to be made reasonable efforts upon and inspections of the Property provided to Lender's interests in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of the Property, or for other damage, costs or expenses of any kind, or the loss of conductamen-
tum with a then which has priority over rights arising out of other security, are hereby assigned and shall be paid to Lender; subject to the terms of any agreement, or for purposes of conductamen-
tum, or for other purposes in view of conductamen-
tum, are hereby acknowledged and accepted by Lender.

7. Protection of Leander's Secrecy. If Borrower fails to perform the covenants and agreements contained in this Mortgagage, or if any action or proceeding is commenced which materially affects Leander's interests in the Property, then Borrower shall pay the premium demanded by this Mortgagage. Borrower shall also pay such insurance premiums as are necessary to protect Leander, at Leander's option, upon notice to Borrower, may make such apperarances, disburse such sums, and defend, as Leander's attorney, fees, and take such action as is necessary to protect Leander's interest. If Leander demands reasonable attorney's fees, and take such action as is necessary to protect Leander's interest, Borrower shall pay the premium demanded by this Mortgagage, and Leander shall pay the premium demanded by this Mortgagage.

6. Preservation and Maintenance of Properties; Leaseholds; condominiums; Planned Unit Developments. The declaration of the condominium or planned unit development unit declarations, and consti-

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 of, or payment of the Project's

The insurance carrier providing coverage shall be liable for any amounts payable to the insured under the terms of the policy.

3. Standard Insurance. Borrower shall keep the insurance in such amounts and for such periods as lender may require and in such amounts and for such periods as lender may require.

Borrower's under paragraph 2 hereof, when so intimated, is liable to payable on the Note, and then to the principal of the Note.

held by Leader at the time of application as credit against the same secured by this mortgage.

Upon payment in full of all sums secured by this Note, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 1, hereto, the Property is sold or the Property or its occupancy by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its occupancy by Lender, any funds

2. Funds for Taxes and Liabilities. Subject to 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 dues) planned until depreciation assessments, if any) which may then be paid monthly or bi-monthly and round rents on the property, if any, plus one-twelfth of yearly general insurance for hazard insurance plus one-twelfth of yearly premiums for additional liability insurance, it being understood that such payments of principal and interest shall be made to Lender in Leander to the extent that Borrower makes such payments to the holder of a prior mortgage or such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make payments on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make payments on the basis of assessments and bills and reasonable estimates thereof.

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

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DUE ON TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

THIS DUE-ON-TRANSFER RIDER is made this 4th day of ... October, 1985., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to City Consumer Services, Inc. (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

8600 Harms Road Skokie Illinois 60077
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenant contained in this Due-On-Transfer Rider.

Edna L. Kane (Seal)
Edna L. Kane -Borrower

..... (Seal)
-Borrower

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