

UNOFFICIAL COPY

AND WHEN RECORDED MAIL TO)

NAME: ICM Mortgage Corporation)
ADDRESS: 6061 S. Willow Drive, Suite 300)
CITY: Greenwood Village)
STATE: Colorado 80111)
ATTN: Mary Janeway)

95243517

) SPACE ABOVE THIS LINE FOR RECORDING

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, the undersigned ICM Mortgage Corporation, a Delaware Corporation, whose address is 6061 S. Willow Drive, Suite 300, Greenwood Village, Colorado 80111, hereby grants, assigns and transfers to Lomas Mortgage USA, Inc., a Connecticut Corporation, whose address is 8600 Harry Hines Blvd., Dallas, Texas, 75235, all beneficial interest under that certain Deed of Trust/Mortgage dated 11/15/94, Executed by BRYON CUSHMEER, AN UNMARRIED MAN, AND TRINA MAXEY, AN UNMARRIED WOMAN

Trustor to
ICM MORTGAGE CORPORATION
Trustee, and recorded on NOVEMBER 23, 1994 DOCUMENT NO. 94992609
of the Official Records in the County Recorder's office of COOK
County, State of ILLINOIS, describing land therein as:
29091120120000

SEE ATTACHED SCHEDULE "A"

95243517

DEPT 01 RECORDING \$25.50
T#0004 TRAIL 5494 04/12/95 09:27:00
#5978 *LF * -95-243517
COOK COUNTY RECORDER

ICM Loan No: 2301321
LOMAS Loan No: 206493583

POOL NO: 00831382CD
INVESTOR Loan No: 2301321

2550
F

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

Together with the note therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust/Mortgage.

Dated April 1, 1995

ICM Mortgage Corporation

STATE OF COLORADO
COUNTY OF ARAPAHOE

By: Sue Mick
Sue Mick, Vice President

Signed and sealed in the presence of:

Witness: Sharon Anderson
Sharon Anderson

Cheree A Smith
Cheree A Smith, Asst. Vice President

Witness: Luanne Van Oort
Luanne Van Oort

I, Paula Garcia, a Notary Public for said County and State, do hereby certify that Sue Mick and Cheree A Smith, personally appeared before me this day and stated that they are Vice President and Asst. Vice President of ICM Mortgage Corporation and acknowledge, on behalf of ICM Mortgage Corporation, the due execution of the foregoing instrument.

Witness my hand and official seal, this 1st day of April, 1995.

Signature: Paula D. Garcia
Paula Garcia
Notary Public in and for the State of Colorado, County of Arapahoe

My commission expires 09/14/96



Prepared by: ICM Mortgage Corporation, 6061 S. Willow Drive, Suite 300, Greenwood Village, Colorado 80111

Pool No: 00831382CD

Property Address: 434 CALUMET BOULEVA

ICM Loan No: 2301321

HARVEY

IL 60426

LOMAS Loan No: 206493583

Investor Loan No: 2301321

95243517

County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2301321

Schedule "A"

Cushmeer

LOT 13, 14 AND 15 (EXCEPT THE SOUTH 68 FEET THEREOF OF LOT 15) SAID SOUTH 68 FEET OF LOT 15 BEING THAT PART OF SAID LOT 15 LYING SOUTH OF A LINE RUNNING FROM A POINT IN THE EASTERLY LINE OF SAID LOT 15 WHICH IS 68 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 15 TO A POINT IN THE WESTERLY LINE OF SAID LOT 15 WHICH IS 68 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF SAID LOT 15, ALL IN BLOCK L IN ACADEMY ADDITION TO HARVEY, A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CALUMET RIVER AND WEST OF ILLINOIS CENTRAL RAILROAD AND ALL OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CALUMET RIVER, EXCEPT THAT PART OF SAID NORTHEAST 1/4 LYING SOUTH OF THORTON ROAD AND EXCEPT ALSO THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TM

37
95243517

Property of Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

W-1148-11

UNOFFICIAL COPY

03-25-1995

Loan No 5199000002

MORTGAGE

(Continued)

Page 7

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which

UNOFFICIAL COPY

MAUREEN T MOORE

X *Maureen T Moore*

JOSEPH MOORE

X *Joseph Moore*

GRANTOR:

GRANTOR AGREES TO ITS TERMS.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Time is of the Essence. Time is of the essence in the performance of this Mortgage. Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness. Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision shall be deemed to be modified to fit within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage: For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage.

95251144

UNOFFICIAL COPY

03-25-1995
Loan No 5199000002

MORTGAGE
(Continued)

Page 9

This Mortgage prepared by: **STANDARD FEDERAL BANK FOR SAVINGS**
800 BURR RIDGE PARKWAY
BURR RIDGE, ILLINOIS 60621

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) ss

COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **JOSEPH MOORE and MAUREEN T MOORE**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

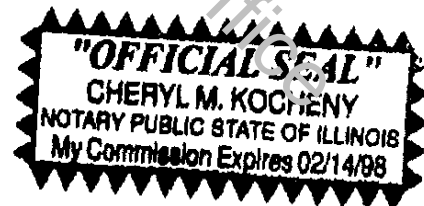
Given under my hand and official seal this 25TH day of March, 1995.

By Cheryl M Kocheny Residing at 9652 W 45TH St

Notary Public in and for the State of Illinois

My commission expires 2/14/98

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.19a (c) 1995 CFI Pro Services, Inc. All rights reserved.
[IL-G03 E3.19 03MOORE.LN R23.OVL]



95251144

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95251144

