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1998-06-23 09:30:25

Cook County Recorder 7.56

WHEN RECORDED MAIL TO:

Key Bank USA, National Association
8000 Midlantic Dr., Suite 202 North
Mt. Laurel, NJ 08054
ATTN: POST CLOSING DEPARTMENT

This instrument was prepared by:

MARLENE CRAMER

(Name)

900 OAKMONT LANE, SUITE 301
WESTMONT, IL 60559

(Address)

MORTGAGE

Loan Number 8692941KF

THIS MORTGAGE is made this 27th day of May, 1998
between the Mortgagor, BARBARA E MONTGOMERY, AN UNMARRIED WOMAN and
BEVERLY A COMBS, AN UNMARRIED WOMAN
(herein "Borrower"), and the Mortgagee, Key Bank USA, National Association, a corporation
organized and existing under the laws of The United States of America, whose address is
8000 Midlantic Dr., Suite 202 North, Mt. Laurel, NJ 08054
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 33,000.00,
which indebtedness is evidenced by Borrower's note dated May 27, 1998 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 June 1, 2018;

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:

SEE ATTACHED SCHEDULE A PIN NO 20-26-404-021

which has the address of 7536 SOUTH BLACKSTONE

, CHICAGO

[Street]

Illinois 60619

(herein "Property Address");

[City]

[Zip Code]

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ALTA Commitment 1982 Schedule A

ABSOLUTE TITLE SERVICES, INC.

SCHEDULE A

File No.: 980627

EXHIBIT A

THE SOUTH 18 FEET OF LOT 19 AND LOT 20 (EXCEPT THE SOUTH 11 1/4 FEET THEREOF) IN BLOCK 37, IN CORNELL, A SUBDIVISION IN SECTIONS 26 AND 35, TOWN 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property (for identification purposes only):

Street: 7536 South BLACKSTONE
City, State: CHICAGO, Illinois

**STEWART TITLE
GUARANTY COMPANY**

Schedule A of this Policy consists of 2 page(s)

ISSUED BY Absolute Title Services, Inc., Wheeling, Illinois

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Property of Cook County Clerk's Office

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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. 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.

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 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.

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 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 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 inspection 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 this Mortgage.

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 granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the

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NON-UNIFORM COVERAGE. 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 sums 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 later than 15 days after the date of such notice, on which Lender may commence suit to foreclose this Mortgage, or, if Lender has not commenced suit to foreclose this Mortgage, to collect judgment thereon.

18. UNIFORM FORM - STAMP. Form 3814 (page 4 of 6 pages)

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 which specifies a period of time for Borrower to pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand as provided.

16. Transfer of the Property or a Beneficial Interest in Bottower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Bottower, if all or any part of the Bottower 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 Mortgage. However, this option shall not be exercised if exercise is prohibited by federal law as of the date of this Mortgage.

home rehabilitation, improvement, repair, or other loan agreeable which Borrower into with parties who supply labor, materials or services in connection with improvements made to the property.

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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which are effective under such law. Such conflict shall not affect the validity of this Note or the enforceability of the collateral security provided by the Borrower.

14. Borrower's Copy. Borrower shall be furnished a conforming copy of the Note and of this Note and all sums to the extent not prohibited by applicable law or limited herein.

12. Notice. Except as provided 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 of a such other address as given by Borrower may designate 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 given by Borrower may designate to Lender as provided herein. Any notice provided for in this Mortgage shall be given by Borrower as provided herein. Any notice given in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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.

successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Lender and Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgagors, convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is no personal liability on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower, lessee or assignee of this Mortgage or the Note without Lender's consent and without releasing Lender from his obligations under this Mortgage.

that Borrower or its attorney may agree to extend, modify, retear, or make any other accommodations without releasing Lender from his obligations under this Mortgage.

orignal 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 holder in exercise of or preclude the remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or remedy of any right or remedy hereunder.

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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.

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 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 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. The receiver shall be liable to account only for those rents actually received.

20. 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.

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

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

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[Space Below This Line Reserved For Lender and Recorder]

National Public

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-18-2018 BY SP-100
MY COMMUNICATOR EXPERT

Given under my hand and official seal, this

I, John Williams, a Notary Public in and for said county and state, do hereby certify that Debbie Lee A. Cunibus, personally known to me to be the same person(s) whose name(s) appear(s) above, is a citizen of California and a subscriber to the foregoing instrument, appeared before me this day in person, and acknowledged that the signatures and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

County ass:

STATE OF ILLINOIS.

BUTTERWELL
(mas)

Bottower
(reas)

Borrower

Borrower
(see)

IN WITNESS WHEREOF, Borrower has executed this Mortgagee.

Borrower and Lender requestee 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.

**REGU^LEST FOR NOTICE OF DEFAUL^T
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

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1-4 FAMILY RIDER

Assignment of Rents

Loan # 0882841NF

THIS 1-4 FAMILY RIDER is made this 27th day of May, 1988
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 Key Bank USA, National Association
(the "Lender") of the same date and covering the Property described in the Security Instrument
and located at: 7836 SOUTH BLACKSTONE, CHICAGO, IL 60618
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the
Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to
the Property described in the Security Instrument, the following items are added to the Property
description, and shall also constitute the Property covered by the Security Instrument: building
materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or
used, or intended to be used in connection with the Property, including, but not limited to, those
for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light,
fire prevention and extinguishing apparatus, security and access control apparatus, plumbing,
bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers,
disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades,
curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now
or hereafter attached to the Property, all of which, including replacements and additions thereto,
shall be deemed to be and remain a part of the Property covered by the Security Instrument. All
of the foregoing together with the Property described in the Security Instrument (or the household
unit(s) if the Security Instrument is on a household) are referred to in this 1-4 Family Rider and the
Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or
make a change in the use of the Property or its zoning classification, unless Lender has agreed in
writing to the change. Borrower shall comply with all laws, ordinances, regulations and
requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any
lien inferior to the Security Instrument to be perfected against the Property without Lender's prior
written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition
to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing,
the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is
deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in
effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all
leases of the Property and all security deposits made in connection with leases of the Property.
Upon the assignment, Lender shall have the right to modify, extend or terminate the existing
leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the
word "lessee" shall mean "sublessee" if the Security Instrument is on a household.

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H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment of additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

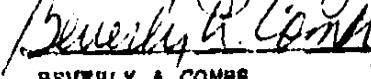
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


BARBARA A MONTGOMERY _____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower


BEVERLY A. COMBS _____ (Seal)
 -Borrower