

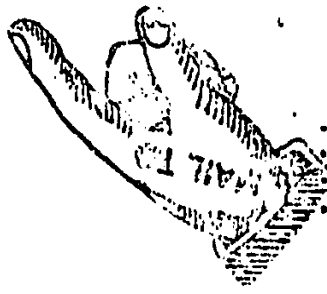
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This document was prepared by:
HOMECOMINGS FINANCIAL NETWORK, INC.
32300 NORTHWESTERN HWY., STE. 115
FARMINGTON HILLS, MI 48334



DEPT-01 RECORDING \$35.50
T#0009 TRAN 4176 10/30/98 12:56:00
#2999 # CJ *-98-981378
COOK COUNTY RECORDER

State of Illinois

Space Above This Line For Recording Data

8

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is OCTOBER 27TH, 1998 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MARGARET PRITCHARD JUBY AND JAMES A JUBY HER HUSBAND

LENDER: HOMECOMINGS FINANCIAL NETWORK, INC.

32300 NORTHWESTERN HWY., STE. 115
FARMINGTON HILLS, MI 48334

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

LOT 9 AND THE SOUTH 1/2 OF LOT 10 IN BLOCK 224 IN CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIA - 32-20-414-005

The property is located in COOK at 1551 THORN ST

(County)

(Address)

CHICAGO HEIGHTS

(City)

Illinois 60411

(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Borrower(s) Home Equity Line of Credit Agreement and Promissory Note to Lender dated
OCTOBER 27TH, 1998 in the principal sum of U.S. \$ 44,800.00,
with interest thereon, providing for monthly installments of principal and interest, with the balance
of indebtedness, if not sooner paid, due and payable on OCTOBER 27TH, 2013

ILLINOIS - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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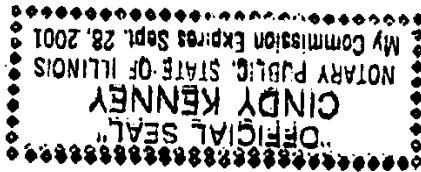
MF1L8696 (12/95)

m.p.s 10 page 2 of 6

041-109835-3

INTERCOUNTY S 1541125 Unit M

COOK COUNTY CLERK'S OFFICE



My commission expires: (Seal)

ACKNOWLEDGMENT:

STATE OF ILLINOIS, COUNTY OF COOK ss. This instrument was acknowledged before me this 27th day of October 1998 by Margaret Pritchard Jubby and James A. Jubby her husband

(Notary Public) [Signature]

(Date)

(Signature) JAMES A. JUBBY

[Signature]

(Date)

(Signature) MARGARET PRITCHARD JUBBY

[Signature]

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1. If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

- 25. OTHER TERMS. If checked, the following are applicable to this Security Instrument.
 - Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any caption, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. (Check all applicable boxes)
 - Condominium Rider
 - Planned Unit Development Rider
 - Other
 - Additional Terms.

24. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 44,800.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

Property of Cook County Clerk's Office

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 27TH day of OCTOBER, 1998
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 "Mortgagor/Grantor") to secure
Mortgagor's /Grantor's Note to HOMEcomings FINANCIAL NETWORK, INC.
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1551 THORN ST, CHICAGO HEIGHTS, IL 60411
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor/Grantor 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, panelling 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 leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Mortgagor/Grantor 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. Mortgagor/Grantor 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, Mortgagor/Grantor 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. Mortgagor/Grantor shall maintain insurance against rent loss in addition to the other hazards for which insurance is required.

E. ASSIGNMENT OF LEASES. Upon Lender's request after default, Mortgagor/Grantor 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 E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Mortgagor/Grantor 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. Mortgagor/Grantor 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, Mortgagor/Grantor shall receive the Rents until (i) Lender has given Mortgagor/Grantor notice of default pursuant to 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 for additional security only.

MPT
JTS

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Mortgagor/Grantor
.....
(Seal)

Mortgagor/Grantor
.....
(Seal)

Mortgagor/Grantor
.....
(Seal)

Mortgagor/Grantor
.....
(Seal)

Margaret P. Hardy Juby
MARGARET P. HARDY JUBY
James A. Juby
JAMES A. JUBY

Family Rider.

BY SIGNING BELOW, Mortgagor/Grantor accepts and agrees to the terms and provisions contained in this 1-4

remedies permitted by the Security Instrument which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the

G. CROSS-DEFAULT PROVISION. Mortgagor's/Grantor's default or breach under any note or agreement in Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of or maintain the Property before or after giving notice of default to Mortgagor/Grantor. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of paragraph.

Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Mortgagor/Grantor represents and warrants that Mortgagor/Grantor has not executed any prior assignment of the Mortgagor/Grantor to Lender secured by the Security Instrument.

and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property from the Property without any showing as to the inadequacy of the Property as security.

to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on agents 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 Mortgagor/Grantor agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) held by Mortgagor/Grantor as trustee for the benefit of Lender only, to be applied to the sums secured by the If Lender gives notice of breach to Mortgagor/Grantor: (i) all Rents received by Mortgagor/Grantor shall be

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