

# UNOFFICIAL COPY

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5267/0020 30 001 Page 1 of 7  
1999-05-25 10:16:38  
Cook County Recorder 33.50



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**WHEN RECORDED MAIL TO:**

**Key Bank USA, National Association  
P.O. BOX 1688  
Mt. Laurel, NJ 08054  
ATTN: POST CLOSING DEPARTMENT**

This instrument was prepared by:

MARLENA M CRAMER

900 OAKMONT LANE #301  
WESTMONT, ILLINOIS 60559

(Address)

## MORTGAGE

RI 108782

Loan Number 0503487KF

THIS MORTGAGE is made this 19th day of May, 1999  
between the Mortgagor, **JOHN R RICHTER, AN UNMARRIED MAN AND  
CHRIS M RICHTER & EWA S RICHTER, HUSBAND & WIFE**  
(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").

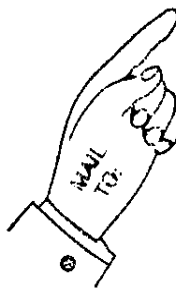
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 69,600.00,  
which indebtedness is evidenced by Borrower's note dated May 19, 1999 and extensions  
and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with  
the balance of indebtedness, if not sooner paid, due and payable on June 1, 2019;

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 TAX ID # 04-24-412-031-0000 VOL 133**

which has the address of **227 DICKENS ROAD**, **NORTHFIELD**,  
[Street] [City]  
Illinois **60093** (herein "Property Address");  
[Zip Code]

COOK COUNTY CLERK'S OFFICE



Note, and then to the principal of the Note.

amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by

against the sums secured by this Mortgage.

Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit

is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the

Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to

Lender may require.

shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower

Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be

due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to

the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall

payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed

If the amount of the Funds held by Lender, together with the future monthly installments of Funds

the sums secured by this Mortgage.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for

without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower,

unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be

at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and

and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing

verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds

ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or

(institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and

of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts

holder of a prior mortgage or deed of trust if such holder is an institutional lender.

make such payments of Funds to Lender to the extent that Borrower makes such payments to the

basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to

mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the

yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for

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 and planned unit development assessments, if any) which

Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender,

interest indebtedness evidenced by the Note and late charges as provided in the Note.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and

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

to the Property against all claims and demands, subject to encumbrances of record.

encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title

to mortgage, grant and convey the Property, and that the Property is unencumbered, except for

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right

leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

the property covered by this Mortgage; and all of the foregoing, together with said property (or the

easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of

TOGETHER with all the improvements now or hereafter erected on the property, and all

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THAT PART OF THE FOLLOWING TRACT NAMELY THE EAST 2/3 OF THE WEST 3/4 OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE EAST 1/4 OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID TRACT, 205 FEET WEST OF THE  
NORTHEAST CORNER THEREOF AND RUNNING THENCE WEST ALONG SAID NORTH LINE,  
255.54 FEET TO THE CENTER LINE OF DICKENS ROAD, A PRIVATE ROAD; THENCE SOUTH  
AT RIGHT ANGLES TO SAID NORTH LINE 150 FEET TO A POINT OF CURVE; THENCE  
SOUTHERLY ALONG A CURVED LINE HAVING A RADIUS OF 2864.82 FEET CONVEX  
EASTERLY 20.5 FEET TO ITS INTERSECTION WITH A LINE 170.5 FEET SOUTH OF AND  
PARALLEL WITH THE NORTH LINE OF SAID TRACT; THENCE EAST PARALLEL WITH SAID  
NORTH LINE 255.61 FEET TO A POINT 205 FEET WEST OF THE EAST LINE OF SAID TRACT  
AND THENCE NORTH PARALLEL WITH SAID EAST LINE 170.5 FEET TO A POINT OF  
BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

**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 attorneys' 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

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

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

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

option, require immediate payment in full of all sums secured by this Mortgage. However, this option and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property parties who supply labor, materials or services in connection with improvements made to the Property.

acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any Mortgage at the time of execution or after recordation hereof.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein. of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and or the Note which can be given effect without conflicting provision, and to this end the provisions applicable of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the deemed to have been given to Borrower or Lender when given in the manner designated herein.

designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be given by certified mail to Lender's address stated herein or to such other address as Lender may Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All agreements herein contained shall bind, and the rights hereunder shall inure to, the respective 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and exercise of any such right or remedy.

remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or amortization of the sums secured by this Mortgage by reason of any demand made by the original proceedings against such successor or refuse to extend time for payment or otherwise modify original Borrower and Borrower's successors in interest. Lender shall not be required to commence

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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)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

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[Space Below This Line Reserved For Lender and Recorder]

Notary Public

My Commission Expires: 2-19-02

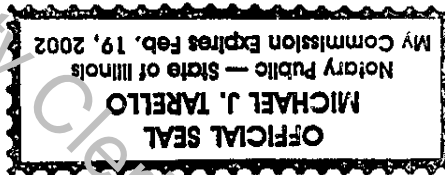
Given under my hand and official seal, this 20 day of May 1997, instrument as their before me this day in person, and acknowledged that they signed and delivered the said free voluntary act, for the uses and purposes therein set forth.

hereby certify that JOHN R. RICHTER, CHRIS M. RICHTER, and EWA S. RICHTER, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said free voluntary act, for the uses and purposes therein set forth.

I, the undersigned

STATE OF ILLINOIS,

County ss: Cook



EWA S RICHTER (Seal) Borrower

(Seal) Borrower

CHRIS M RICHTER (Seal) Borrower

JOHN R RICHTER (Seal) Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the 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.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST