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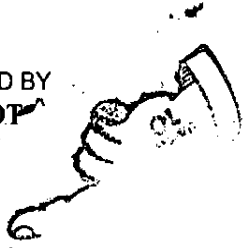
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1999-12-07 15:47:03
Cook County Recorder 23.50



HomeSide Loan No. 74021550

THIS DOCUMENT WAS PREPARED BY
DANNETTE PHILPOT

AND WHEN RECORDED MAIL TO:
HOMESIDE LENDING, INC.
P.O. BOX 44090
JACKSONVILLE, FL 32231-9930
ATTN: CUSTODIAN/LIASON 3-A



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Cook County Recorder 23.50

ASSIGNMENT OF MORTGAGE/DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned,
HOMESIDE LENDING, INC, A Florida Corporation

whose address is 7301 Baymeadows Way, Jacksonville, Florida 32256-6833

(GRANTOR)

By these presents does convey, grant, bargain, sell, assign, transfer and set over to:

STATE STREET BANK AND TRUST COMPANY AS CUSTODIAN/TRUSTEE *

(GRANTEE)

the described Mortgage/Deed of Trust, together with the certain note(s) described therein with all interest, all liens and any rights due or to become due thereon: * 225 FRANKLIN STREET BOSTON MA 02110

Said Mortgage/Deed of Trust is recorded in the County of Cook, State of Illinois

Official Records on: 10-9-98

Original Mortgagor: MICHAEL J AHLERT AND CHERYL L MUZIK

Original Loan Amount: \$ 356,000

Property Address: 4049 Grand Ave, Western Springs, IL 60558

TAX ID: 18-06-212-041

Legal Municipality: SEE ATTACHED LEGAL DESCRIPTION

Document #: 98910906

BOOK: 2260

PAGE: 0001

Date: October 9, 1998

HOMESIDE LENDING, INC.

Mukota
V. Vukota
S. Bilalagic
S. Bilalagic



Linda McCauley
Linda McCauley, Assistant Vice President
A. Saroian
A. Saroian Assistant Secretary

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 9th day of October, 1998 by Linda McCauley and A. Saroian, Assistant Vice President and Assistant Secretary of HomeSide Lending, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally known to me and did take an oath.



KIMBERLY A DUPONT
My Commission CC554078
Expires May, 12, 2000

Kimberly A. Dupont
Kimberly A. Dupont
State of Florida At Large
My Commission Expires: May 12, 2000
Notary Public

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THIS IS A CERTIFIED TRUE AND EXACT COPY OF THE ORIGINAL

FIRST AMERICAN TITLE INS. CO.

BY [Signature]

Prepared by: VALARIE E. PFEIFFER RECORD AND RETURN TO: HINSDALE BANK AND TRUST 25 EAST FIRST STREET HINSDALE, ILLINOIS 60521

MORTGAGE

Loan No. 7402155

THIS MORTGAGE ("Security Instrument") is given on September 24, 1998. The mortgagor is MICHAEL J. AHLERT and CHERYL L. MUZIK, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HINSDALE BANK AND TRUST

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 25 EAST FIRST STREET, HINSDALE, ILLINOIS 60521

Three Hundred Fifty Six Thousand and no/100----- Dollars (U.S. \$ 356,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2028

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7, to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 52 IN SWEET HOME SUBDIVISION IN WESTERN SPRINGS, BEING A RESUBDIVISION OF BLOCK 18, (EXCEPT LOTS 7, 8 AND 9) IN EAST HINSDALE, IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN 18-06-212-041 which has the address of 4049 GRAND AVENUE WESTERN SPRINGS [Street, City], Illinois 60558 [Zip Code] ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014 9/90 Amended 5/91

Initials: [Signature] VMP -6R(IL) (9602).01



Initials: *MR*

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over