

UNOFFICIAL COPY

2 of 2
all

Handwritten: Frank J. ... 50000-C3 ... R. ... Anspelmeyer

PREPARED BY:

EVELYN R. LIVENGOOD
3608 VOLLNER ROAD - P.O. BOX 128
FLOSSMOOR, ILLINOIS 60422

AND WHEN RECORDED MAIL TO

NAME
ADDRESS
CITY & STATE

DMA MORTGAGE CO., INC.
3608 VOLLNER ROAD - P.O. BOX 128
FLOSSMOOR, ILLINOIS 60422

Box 15

DEPT-01 RECORDING \$12.00
T#0222 TRAN 1847 07/07/87 15:34:09
#9098.# B * -87-372992
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
FLEET MORTGAGE CORP.
all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated
JUNE 19, 1987, executed by
EUGENE S. COLLINS AND BONNIE L. COLLINS, HUSBAND AND WIFE

to DMA MORTGAGE CO., INC.,
a corporation organized under the laws of THE STATE OF ILLINOIS and who's principal
place of business is 3608 VOLLNER ROAD - P.O. BOX 128, FLOSSMOOR, ILLINOIS 60422
and recorded in Book/Volume No. , page (s) , as Document
No. COOK County Records, State of Illinois described hereinafter as follows:

LOT 25 IN BLOCK 13 IN THE VILLAGE OF PARK FOREST FIRST ADDITION TO
WESTWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF
SECTION 26, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION
26, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

GAO MD
31-26-403-008
COMMONLY KNOWN AS 21811 CENTRAL PARK AVENUE
PARK FOREST, ILLINOIS 60465
BAO MD

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon
with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

DMA MORTGAGE CO., INC.,
AN ILLINOIS CORPORATION

STATE OF ILLINOIS
COUNTY OF COOK

By: Joel A. Koonce

By: Dennis D. Koonce

It's: President and Manager

Witness: Rocky Sathorn

On JUNE 19, 1987 before me,
the undersigned, a Notary Public in and for the said County
and State, personally appeared Joel A. Koonce, Dennis D. Koonce,
to me personally known, who, being duly sworn by me, did
say that he/she is the President and Manager
of the corporation named herein which executed the within
instrument, that the seal affixed to said instrument is the
corporate seal of said corporation; that said instrument was
signed and sealed on behalf of said corporation pursuant to
it's by-laws or a resolution of it's Board of Directors and that
he / she acknowledges said instrument to be the free act and
deed of said corporation.

Notary Public Evelyn R. Livengood

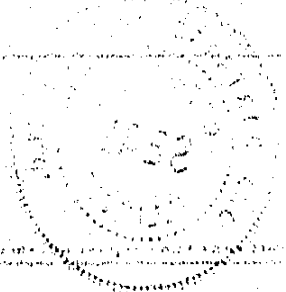
My Commission Expires My Commission Expires Dec. 30, 1989



UNOFFICIAL COPY

PROPERTY OF COOK COUNTY CLERK'S OFFICE

87372992



CLERK OF COOK COUNTY

UNOFFICIAL COPY

PREPARED BY:

EVELYN R. LIVENGOOD
3608 VOLLNER ROAD - P.O. BOX 128
FLOSSMOOR, ILLINOIS 60422

AND WHEN RECORDED MAIL TO

NAME
ADDRESS
CITY & STATE

DMA MORTGAGE CO., INC.
3608 VOLLNER ROAD - P.O. BOX 128
FLOSSMOOR, ILLINOIS 60422

DEPT-91 RECORDING \$12.00
TR0222 TRAN 1847 07/07/87 15:34:00
49098 # 13 # -67-372992
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
DIA MORTGAGE CO., INC.
all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated
JUNE 19, 1987, executed by
EUGENE E. COLLIER AND BONNIE L. COLLIER, HUSBAND AND WIFE

to DIA MORTGAGE CO., INC.
a corporation organized under the laws of THE STATE OF ILLINOIS and who's principal
place of business is 3608 VOLLNER ROAD - P.O. BOX 128, FLOSSMOOR, ILLINOIS 60422
and recorded in Book/Volume No. , page (s) , as Document
No. COOK County Records, State of Illinois described hereinafter as follows:

LOT 25 IN BLOCK 13 IN THE VILLAGE OF PARK FOREST FIRST ADDITION TO
WESTWOOD, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF
SECTION 26, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION
26, IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

31-26-403-008
COMMONLY KNOWN AS 21811 CENTRAL PARK AVENUE
PARK FOREST, ILLINOIS 60466

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon
with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

DMA MORTGAGE CO., INC.,
AN ILLINOIS CORPORATION

STATE OF ILLINOIS
COUNTY OF COOK

By: [Signature]

By: [Signature]

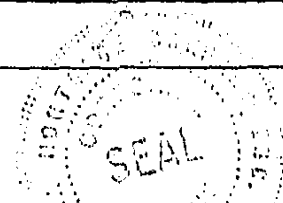
It's: President and Manager

Witness: [Signature]

On JUNE 19, 1987 before me,
the undersigned, a Notary Public in and for the said County
and State, personally appeared Joel A. Koonce, Dennis D. Koonce
to me personally known, who, being duly sworn by me, did
say that he/she is the President and Manager
of the corporation named herein which executed the within
instrument, that the seal affixed to said instrument is the
corporate seal of said corporation; that said instrument was
signed and sealed on behalf of said corporation pursuant to
it's by-laws or a resolution of it's Board of Directors and that
he / she acknowledges said instrument to be the free act and
deed of said corporation.

Notary Public [Signature]

My Commission Expires My Commission Expires Dec. 30, 1989 County, IL



(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

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Property of Cook County Clerk's Office

1-303060-03 lead

87372993

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 30 19.87. The mortgagor is Harry D. Wohler and Theresa L. Wohler, His Wife ("Borrower"). This Security Instrument is given to STANDARD BANK & TRUST COMPANY OF HICKORY HILLS, which is organized and existing under the laws of the State of Illinois, and whose address is 7800 West 95th Street Hickory Hills, Illinois 60457 ("Lender"). Borrower owes Lender the principal sum of Forty-Eight Thousand and no/100 Dollars (U.S. \$ 48,000.00). 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 August 1, 2002. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 198 in Frank DeLugach's 79th Street and Cicero Golfview Subdivision of the East 1/2 of the Northwest 1/4 of Section 33, Township 38 North, Range 13, East of the Third Principal Meridian, also the middle 1/3 of the North 60 Acres of the East 1/2 of the Northeast 1/4 of said Section 33, Township 38 North, Range 13, said middle 1/3 being the West 1/2 of the East 2/3 of the said North 60 Acres, as per Plat recorded September 4, 1941, as Document Number 12750971, in Cook County, Illinois. Tax I.D. # 19-33-107-024 Vol. 192

P.A.O. Dm

Handwritten initials/signature

DEPT-01 RECORDING 114.00
TR0222 TRAN 1847 07/07/87 15:34:00
#9099 # B * -87-372993
COOK COUNTY RECORDER

87372993

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which has the address of 8004 South Lockwood, Burbank, Illinois 60459 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

14⁰⁰

LAND TITLE Co

UNOFFICIAL COPY

Box 45

Hickory Hills, Illinois 60457
7800 West 95th Street

Attn: Judy K. Glick
STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS
And should be returned to after recordation:
THIS INSTRUMENT WAS PREPARED BY:

Handwritten signature of Notary Public
Notary Public

My Commission expires: 6/29/88

Given under my hand and official seal, this 30th day of June, 1987

set forth.
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
personally known to me to be the same person(s) whose name(s)
do hereby certify that Harry D. Wohler and Theresa L. Wohler, his wife,
I, the undersigned, a Notary Public in and for said county and state,
Cook County ss:
State of Illinois,

Attached hereto and forming a part thereof:

[Space Below for Acknowledgment]

Theresa L. Wohler
Harry D. Wohler
Borrower
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
secured by this Security Instrument, 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 non-
existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
but not limited to, reasonable attorneys' fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially
appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
the Property including those past due. Any rents collected by Lender or 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 Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. 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)]

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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