

*2012*

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 NOV 30 PM 1:30

88549420

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(Space Above This Line For Recording Data)

## MORTGAGE

I.O.M.C. # 163025-3

THIS MORTGAGE ("Security Instrument") is given on November 29  
1988 The mortgagor is KEVIN M. KINAHAN and SANDRA L. KINAHAN, HUSBAND AND WIFE

14<sup>00</sup>

("Borrower"). This Security Instrument is given to INDEPENDENCE ONE MORTGAGE CORPORATION, which is organized and existing under the laws of THE STATE OF MICHIGAN, and whose address is 300 GALLERIA OFFICENTRE, SOUTHFIELD, MI 48034 ("Lender"). Borrower owes Lender the principal sum of Seventy-six thousand five hundred and 10/100-----

Dollars (U.S. \$ 76,500.00). 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 December 1, 2010. 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

BUYERS

Kinahan  
Sandra  
KINAHAN  
SANDRA

located in COOK County, Illinois:  
LOT 30 IN BLOCK 10 IN PARKSIDE, BEING A SUBDIVISION OF THE NORTH EAST 1/4 (EXCEPT THE SOUTH 330 FEET OF THE WEST 330 FEET THEREOF) OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6542 WEST PINE POINT DRIVE, TINLEY PARK, ILLINOIS 60477  
PERMANENT TAX INDEX # 28-30-210-039-0000

88549420

which has the address of 6542

WEST PINE POINT DRIVE  
(Street)

TINLEY PARK  
(City)

Illinois

60477

(Zip Code)

("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."

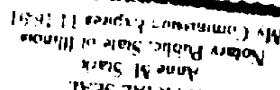
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims 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.

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BOX 533 - CG

KAREN STOLTMAN



NOTARY PUBLIC SEAL

Name of Notary Public: Karen Stoltzman

Date of Commission: November 11, 1991

My Commission Expires 11/16/91

19 NOV 1991

19 NOV 1991

Given under my hand and official seal this

set forth

signed and delivered the said instrument as free and voluntary act for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the V

personally known to me to be the same person(s) whose name(s)

are

A.C.

do hereby certify that

I, a Notary Public in and for said county and state,

(County ss)

STATE OF ILLINOIS

By SIGNED, Borrower accepts and agrees to the terms and conditions contained in this Security

Instrument and in any rider(s) executed by Borrower and recorded with this Security

Instrument, the terms and agreements of each such rider shall be incorporated into and shall form a part of this Security

Instrument [Check applicable boxes] (Seal)

Borrower (Seal)

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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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Requesting payment  
the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower  
Securities instrument and Lender agrees to other terms of payment, these amounts shall bear interest by this  
Any amounts disbursed by Lender under this paragraph, shall become additional debt of Borrower secured by this  
Lender may take action under this paragraph, Lender does not have to do so  
Lender may appear in court, paying reasonable attorney fees and entitling on the Property to make repairs. Although  
Instrument, Lender may do and pay sums accrued by a lien which has priority over this Security  
in the Property, Lender's actions may interfere with his rights and Lender's rights  
Lender, then Lender may do a proceeding in bankruptcy, probate, or condemnation of the Property and Lender's claims or  
Lender's rights in the Property such as a legal proceeding to collect the value of the Property after  
co-contract and agreements contained in this Security instrument or to enforce laws or  
7. Protection of Lender's Rights in the Property: Mortgage Lien. If Borrower fails to perform the  
fees title shall not merge unless Lender agrees to the merger in writing.  
Borrower shall company with the Property to determine what sum is due to the Property, the leasehold and  
charge the Property, allow the Property to determine what sum is due to the Property, if this Security instrument is on a leasehold,  
**6. Preservation and Release Hold.** Borrower shall not damage or  
instrument immediately prior to the acquisition  
from paragraph 9, the Property is acquired by Lender, and it Borrower agrees to the extent of the sums accrued by this Security  
under paragraph 9, the date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of the payments if  
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or otherwise the amount of the payments if  
unless Lender and Borrower otherwise agree in writing, Borrower shall not exceed or  
when the notice is given  
the Property or to pay sums accrued by this Security instrument whether or not then due. The property will begin  
Borrower to settle a claim, then Lender may collect the insurance proceeds Lender may use the proceeds to repair or restore  
Borrower affirms the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has  
applied to the sums accrued by this Security instrument, whether or not then due, with the excess paid to Borrower if  
restoration of repair is not reasonably feasible or Lender's costs would be lessened, the insurance proceeds shall be  
of the Property damaged, if the restoration of repair is reasonable, feasibility and Lender's security is not lessened. If the  
arrears Lender and Lender may make prompt by Borrower, shall promptly file a complaint of repair  
all receipts of paid premiums and renewal notices to hold the policies and renewals if Lender renews, Borrower shall provide to Lender  
Lender shall have the right to hold the policies and renewals, if Lender renews, Borrower shall include a standard mortgage clause  
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause  
unreasonable withheld  
insurance premium that  
this insurance shall be chosen by Borrower, subject to Lender's approval which shall not be  
agreed against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender  
agreements in writing to the extent of loss, Borrower shall promptly notify to Lender  
Borrower shall keep the improvements now existing or hereafter erected on the Property  
**5. Hazard Insurance.** Borrower shall pay all taxes, ground rents, if any, to the holder of the lien or right of entry to the  
note indemnifying the lien Borrower shall satisfy the lien in case one or more of the actions set forth above within 10 days  
the property is subject to a lien which may attach to the same, and for the periods that Lender may give Borrower a  
agreement satisfies to the lien or right of entry to the holder of this Security instrument, Lender may give Borrower a  
agreement the obligation of the lien in legal proceedings which in the lien in legal proceedings which in the  
fifth the lien by, or defends against enforcement of the lien in legal proceedings which in the  
agreements to which to the payment of the obligations incurred by the lien in a manner acceptable to Lender, (b) motions in good  
Borrower shall promptly discharge any liability which has priority over this Security instrument unless Borrower (a)  
receipts evidence regarding the payments  
to be paid under this paragraph If Borrower makes these payments to Lender  
Borrower shall pay all amounts received by Lender under paragraph 2, or in part in that manner, Borrower shall furnish to Lender all notices of amounts  
Property which may attach to the same, and for the periods that Lender may give Borrower a  
**4. Charges: Taxes.** Lender, Borrower shall late charges, taxes, and impositions attributable to the  
Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.  
**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the  
parishes 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayments otherwise, all payments received by Lender  
application as a credit against the sums received by this Security instrument  
upon payment in full of all sums received by this Security instrument, Lender shall refund to Borrower  
any funds held by Lender if the sale of the property is sold or acquired by Lender, Lender shall apply any funds held by Lender to the  
amount necessary to make up the difference in one or more payments as required by Lender  
the due dates of the securities held by Lender, together with the future amounts of funds, payable prior to  
a Borrower's option either promptly repaid to Borrower or credited to pay the excess items held by Lender  
the amount of the funds held by Lender to pay the excess items, shall exceed the amount required to pay the excess items held by Lender  
in the amount of the funds held by Lender for the securities held by Lender, Lender shall pay to Lender any  
amount necessary to make up the difference in one or more payments as required by Lender  
**2. Funds and Liens.** Subjeet to applicable law, or to whatever may Lender to pay the excess items held by Lender  
mortgage payments of ground rents or "sciron items", Lender may estimate the funds due on the  
leasinghold payments of ground rents on the Property, if any, these items are called "sciron items", Lender may estimate the funds due on the  
one month of (a) yearly leases and assessments which may attach to this Security instrument, and (d) years  
to of the day monthly payments are due under the Note until the Note is paid in full, a sum of funds, equivalent to  
the principal of and interest on the principal Prepayment and Lender to pay the excess items held by Lender  
**1. Payment of Principal and Interest Prepayment and Late Charges.** Borrower shall pay when due  
the principal of and interest on the principal Prepayment and Lender to pay the excess items held by Lender  
basis of current data and reasonable estimates of future accrued items

**LENDER COVENANTS** Borrower and Lender covenant and agree as follows

Borrower shall pay to Lender the amount of the sums accrued by this Security instrument  
the title shall not merge unless Lender agrees to the merger in writing.  
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