UNOFFICIAL Tip (instrument gas piepaned by:

MORTGAGE

48333255

THIS MORTGAGE is made this 12 day of JANUARY
1987 between the Mortgagor. EDWARD C. COLLINS AND ISABEL COLLINS, HUSBAND AND WIFE
(herein "Borrower"), and the Mortgagee, FIRST .NATIONAL .BANK .OF
HOFFMAN. ESTATES a corporation organized and
existing under the laws of . THE. UNITED . STATES, QF . AMERICA
whose address is 2200. W HIGGINS. ROAD, . HOFFMAN .ESTATES, . IL., . 60195
(herein "Lender").
WHEREAS. Borrower is indebted to Lender in the principal sum of U.S. \$.34, 500-00
which indebted less is evidenced by Borrower's note dated . JANUARY .12, .1987 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 JANUARY. 15,1992
To Strough to Lo do the appropriate the indebtedness evidenced by the Note, with interest thereon; the payment

To Secure to Le ider 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 coverants 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:

LOT 24 IN BLOCK 5 IN UP. ADDITION TO HOFFMAN ESTATES BEING A SUB-DIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 16 AND THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

which has the address of	841 DOVINGTON COURT	HOFFMAN ESTATES
	[Street]	[Giv]
Illinois	(herein "Property Address");	•

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS -- SECOND MORTGAGE -- 1/80 -- FHMA/FHLMC UNIFORM INSTRUMENT

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	Model, this Man 29, 1837 Notary Public The Line of the Man 29, 1837	Given under my hand and offlo
	ime person(s) whose name(s)are subscribed to the foregoing instrument, son, and sevince fleet thate he .y . signed and delivered the said instrument as and purpose: therein set forth.	personally known to me to be the sa appeared before me this day in per thelk free voluntary act, for the uses
	1.05 is a in and for said county and state, do hereby certify that and teatel Collins	l, Shirley M. Reyno.
	EDWARD C. COLLING -BOTTOMET -BOTTOMET	STATE OF İLLINOIS

. (Space Bolow This Line Reserved for Lender and Recorder).

account only for those tents 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.

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 Motice to Lender's address set forth on page one of this Mortgage, of any

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

default under the superior encumbrance and of any sale or other foreclosure action.

Uniform Covenants. Borrover and and a covenant in lagge and of Principal and Covenant. Borrower shall primptly pay due the principal and interest

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

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under 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 may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings 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 pled ed a additional security for the sums secured by this Mortgage.

If the amount on the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxe, a sessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insu ance premiums and ground rents as they fall due, such excess shall be, at Borrower's option. either promptly repaid to errower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender chall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Upon payment in full of all sums recured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 h reof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a cre lit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be implied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest playable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charge, 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 improvement, row 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 r.qi,ire.

The insurance carrier providing the insurance shall be chosen by Enrower 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 favo: of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to in eterms 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 regain of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit De elopments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or decrioration 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.

remedy. hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the Lender shall not be required to commence proceedings against such successor or refuse to extend time for shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. tion of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower 10. Borrower Not Released; Forbearance by Leader Not a Walver. Extension of the time for payment or modifica-

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

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

"costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, conflict shall not attent other provisions of this Mortgage or the Mote which can be given effect without the conflicting this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to 13. Go on last Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Berrawer's Copy. Borron er shall be furnished a conformed copy of the Note and of this Morrgage at the time of

may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any tion, improvement, repair, or other long agreement which Borrower enters into with Lender. Lender, at Lender's option, 15. Rehabilitation Loan Agreemen Borrower shall fulfill all of Borrower's obligations under any home rehabilitaexecution or after recordation her cof

with improvements made to the Property. rights, claims or defenses which Borrower, sy have against parties who supply labor, materials or services in connection

federal law as of the date of this Mortgage. sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all in it is sold or transferred (or if a beneficial interer in Borrower is sold or transferred and Borrower is not a natural 16. Transfer of the Property or a Beneficial descrets in Borrower. If all or any part of the Property or any interest

secured by this Mortgage. If Borrower fails to pay these sums process to the expiration of this period, Lender may inperiod of not less than 30 days from the date the notice is denvere I or mailed within which Borrower must pay all sums If Lender exercises this option, Lender shall give Forri wer notice of acceleration. The notice shall provide a

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: voke any remedies permitted by this Mortgage without further norths or demand on Borrower.

foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and feraciose this Mortgage by Judicial proceeding. Leader shall be entitled to collect in such proceeding all expenses of decisire all of the sums secured by this Mortgage to be immediately due and payable without turing demand and may foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option, may sex in the foreclosure proceeding the nonexistence of a default or any other defense of [467] ower to acceleration and sale of the Property. The notice shall further inform Borrower of the right to reinstate sale acceleration and the right to in the notice may result in acceleration of the sums secured by this Mortgage, foreclose, by judicial proceeding, and to Borrower, by which such breach must be cured; and (4) that fallure to cure such bree, a on or before the date specified the breach; (2) the action required to cure such breach; (3) a date, not less than 1(delys from the date the notice is mailed Mortgage, Lender prior to acceleration shall give notice to Borrower as provided a paragraph 12 hereof specifying: (1) at or agreement of Borrower in this Mortgage, including the covenates to pay when due any sums secured by this 17. Acceleration; Remedies. Except as provided in paragraph 16 her of, upon Borrower's breach of any cove-

Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all gage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mort-18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to in full force and effect as if no acceleration had occurred. unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain

abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or

honds and reasonable attorne<mark>r</mark>s' feel, ot sidail be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a