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State of Illinois

MORTGAGE

FHA Case No.	
131:	244

CMC NO. 0001085168
July 18 19 90

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is MICHAEL A. MARSTON and
APRIL M. MARSTON His Wife

whose address is 133 SOUTH HALE, BARTLETT, ILLINOIS 60103
Crown Mortgage Co. ("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of the State of Illinois and whose
address is 8131 W. 95th Street
Oak Lawn, Illinois 60453 ("Lender"). Borrower owes Lender the principal sum of

SEVENTY ONE THOUSAND NINE HUNDRED FIFTY & 00/100

Dollars (U.S. \$ 71,950.00). 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, 2020. 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 6 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:

THAT PART OF LOT 3 LYING NORTH OF A LINE PERPENDICULAR TO THE WEST LINE OF LOT
3 AFORESAID DRAWN THROUGH A POINT THEREIN 51.0 FEET SOUTH OF THE NORTHWEST
CORNER THEREOF IN UNIT 1, BARTLETT MANOR SUBDIVISION, BEING A RESUBDIVISION IN
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH,
RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$17.25
T84444 TRAN 9591 08/13/90 12:30:00
45119 03 90-392586
COOK COUNTY RECORDER

TAX ID NO. 06-35-306-059
TAX ID NO.
TAX ID NO.

which has the address of 133 SOUTH HALE, BARTLETT (Street, City),
Illinois 60103 (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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on,
the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment,
together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and
special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and
(c) premiums for insurance required by paragraph 4.

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Each monthly installment on items (a), (b), and (c) shall be equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for each item payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note;
- Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Preservation and Maintenance of the Property, Leaseholds. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. 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 place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

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Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees, Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (1) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (2) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:
 - (1) All or part of the Property is otherwise transferred (other than by devise or descent) by the Borrower, and
 - (2) The Property is not occupied by the purchaser or grantee as his or her primary or secondary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of FID Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

10. Release. Borrower has a right to be released if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are initiated. To terminate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current, including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (1) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (2) reinstatement will prejudice Lender on different grounds in the future, or (3) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance. By Lender Not a Waiver. Extension of the time of 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 successor 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 successor 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.

12. 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 9b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs the Security Instrument but does not execute the Note; (a) is co-signing the 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 term of this Security Instrument or the Note without that Borrower's consent.

13. 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 for Lender's address stated herein or any 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.

14. 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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the other provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Lender's assignment of rents and revenues of the Property as trustee for the benefit of Lender and Borrower, this assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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UNOFFICIAL COPYCMC Loan No. 0001096188**COLLATERAL ASSIGNMENT OF
MORTGAGE LOAN DOCUMENTATION**

THIS COLLATERAL ASSIGNMENT OF MORTGAGE LOAN DOCUMENTATION is made this 18 day of July, 1990 by and between **CROWN MORTGAGE COMPANY**, an Illinois corporation ("Crown"), with its principal place of business at 6131 W. 95th Street, Oak Lawn, Illinois 60453, and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association ("Bank"), with its principal office at 33 North LaSalle Street, Chicago, Illinois 60690.

WITNESSETH:

WHEREAS, Crown owns the instruments and rights listed hereinbelow relating to the real property described on Exhibit A attached hereto (the "Real Estate"):

1. Mortgage Note is the original principal amount of \$ 71,850.00 made by MICHAEL A. MARSTON, APRIL M. MARSTON and dated 7/19/90 (the "Note");

2. Mortgage securing the Note executed by MICHAEL A. MARSTON, APRIL M. MARSTON dated July 19, 1990 and recorded in the Office of the Recorder of Deeds or the Office of the Registrar of Torrens Titles (strike one) of COOK County, Illinois as Document No. _____ (the "Mortgage");

3. Commitment of _____ to issue A.I.T.A. Loan Policy 1970 (revised) No. _____ pursuant to which policy the lion of the Mortgage shall be insured as a valid first lien encumbering the Real Estate (the "Title Commitment"); and

4. Each and every other instrument, document and right now or hereafter securing the Note or relating to the Note or the security therefor (all of which, together with the Note, the Mortgage and the Title Commitment being collectively hereinafter referred to as the "Assigned Property"), including without limitation, any and all assignments of leases and/or rents, security agreements, guarantees, takeout or permanent loan commitments, buy/sell agreements and hazard insurance policies.

WHEREAS, Bank has agreed to advance certain funds for the benefit of Crown pursuant to the terms of a Loan Warehousing Agreement (the "Warehousing Agreement") dated July 21, 1986 between the Bank and Crown, on the condition that Crown assigns the Assigned Property to the Bank.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the advancing of amounts by Bank for the benefit of Crown, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Crown does hereby grant, bargain, sell, assign, warrant, transfer and set over unto the Bank all of its right, title and interest in the Assigned Property, together with proceeds thereof, to have and to hold unto the Bank, its successors and assigns forever.

It is acknowledged that Crown has delivered contemporaneously herewith, the originally executed Note and a copy of the Mortgage certified as a true and exact copy of the original by Crown or its agent (whom agent shall be acceptable to Bank, as it may in its discretion solely determine), and shall deliver as soon as available (but in no event more than ninety (90) days from the date hereof), the original title policy issued pursuant to the Title Commitment. All other documents and instruments constituting any part of the Assigned Property shall be held in trust by Crown for the benefit of Bank and shall be delivered to Bank immediately upon request.

Crown represents and warrants that Crown has full right and title to assign the Assigned Property, that no prior assignment of any interest in the Assigned Property has been made and that there are no existing defaults under the provisions thereof.

This Collateral Assignment is made and given as security for the performance by Crown of its obligations under the Warehousing Agreement and the payment of the indebtedness of Crown to Bank which is evidenced by that certain Promissory Note dated May 21, 1986 executed by Crown in favor of Bank (the "Promissory Note"), and any and all indebtedness, obligations and liabilities of Crown to Bank under the Warehousing Agreement and/or the Promissory Note, now existing or hereafter arising, due or to become due, direct, indirect or contingent, and under any amendment, modification, extension, increase or renewal or substitution of the Warehousing Agreement and/or the Promissory Note, and as security for all costs, expenses and charges, legal or otherwise, including without limitation, attorneys' fees paid or incurred by Bank, in realizing upon or protecting this Assignment or the indebtedness secured hereby.

The Warehousing Agreement, as the same may be hereafter amended from time to time, is incorporated herein by reference; and all of the representations, warranties, covenants and remedies contained in the Warehousing Agreement shall be deemed a part hereof and remade by execution and delivery hereof. Any default or Event of Default (as that term is defined in the Warehousing Agreement and/or the Promissory Note) under the Warehousing Agreement and/or the Promissory Note shall be deemed a default hereunder.

This assignment shall inure to the benefit of the Bank and its successors and assigns, and shall be binding upon Crown and its successors and assigns, and shall continue in full force and effect until all obligations, liabilities and indebtedness of any kind now or hereafter due the Bank from Crown under or with respect to the Warehousing Agreement and/or the Promissory Note, or which are otherwise secured hereby, whether now existing or hereafter arising or incurred, have been fully paid and satisfied, at which time this assignment will terminate.

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While this assignment purports to be and is intended to be an absolute assignment and transfer of Crown's right, title and interest in, to and under the Assigned Property, Bank will not exercise any of its rights hereunder until there occurs a default hereunder. Until such time as the Bank exercises its rights hereunder, Bank shall not be obligated to perform or discharge and does not hereby assume any obligation or duty to be performed or discharged by Crown under the Assigned Property, and Crown hereby agrees to indemnify the Bank for, and to save it harmless from, any and all liability arising from the Assigned Property or from this assignment.

Crown irrevocably constitutes and appoints Bank its true and lawful attorney-in-fact with full power of substitution for it and in its name, place and stead and whether before or after a default to endorse the Note in blank or to the order of Bank and to take such other action in its own name or in the name of Crown as Bank shall deem necessary or appropriate to protect, preserve or realize upon the Assigned Property or to perfect the interest of Bank therein. Bank shall have the right, whether before or after default, to notify any obligor on the Note to pay all sums due thereon directly to Bank and all sums so received by Bank shall, at its option, either be held as additional collateral for the indebtedness hereby secured or applied to the payment thereof whether or not the same is then due.

All rights and remedies of Bank hereunder shall be in addition to and not in substitution for any right or remedy it may have under applicable law or under the Promissory Note, the Warehousing Agreement or any other instrument or document at any time executed by Crown and delivered to Bank.

IN WITNESS WHEREOF, Crown has caused this Collateral Assignment of Mortgage Loan Documentation to be executed in its name and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized this 18 day of July 19 90 .

ATTEST:

CROWN MORTGAGE COMPANY

Carol Krause
Carol Krause
Its: Assistant Secretary

By: Caroline Cummins
Caroline Cummins
Its: Assistant Vice President

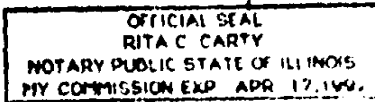
STATE OF ILLINOIS } SS.
COUNTY OF COOK

I, _____, Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT Caroline Cummins personally known to me to be the Assistant Vice President of CROWN MORTGAGE COMPANY, and Illinois corporation, duly licensed to transact business in the State of Illinois, and Carol Krause personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the same instrument as Assistant Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of July 19 90 .

Rita C. Carty
Notary Public

My Commission Expires:



This instrument prepared by:

98526506