

UNOFFICIAL COPY

WHEN RECORDED RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1001 S. WASHINGTON ST.
NAPERVILLE, IL 60566

\$ 17.00

[Space Above This Line For Recording Data]

311302788

COOK COUNTY, ILLINOIS
MORTGAGE

1991 AUG -8 AM 11:46

91401061

THIS MORTGAGE ("Security Instrument") is given on AUGUST 7TH, 1991 . The mortgagor is
MICHAEL G COLLINS, SR and KATHERINE L COLLINS, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to

MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose
address is 5900 W CERMAK RD, CICERO, IL 60650
("Lender"). Borrower owes Lender the principal sum of
NINETY THREE THOUSAND SIX HUNDRED AND NO/100

Dollars (U.S. \$ 93,600.00).

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 SEPTEMBER 1, 2021 . 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 3 IN BLOCK 3 IN SUBDIVISION OF LOTS 1 TO 6 IN HENRY G. FOREMAN'S
SUBDIVISION OF BLOCK 3 IN J.D. LEHMER'S SUBDIVISION OF THAT PART OF
THE WEST HALF OF THE SOUTH HALF OF THE NORTH EAST QUARTER, LYING
NORTH OF THE RIGHT OF WAY OF CHICAGO AND NORTHERN PACIFIC RAILROAD AND
THAT PART OF THE SOUTH HALF OF THE EAST HALF OF THE NORTH WEST QUARTER
LYING NORTH OF SAID RIGHT OF WAY AND EAST OF THE EASTERLY LINE OF
DESPLAINES AVENUE, IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 15132180030000
which has the address of 606 FERDINAND, FOREST PARK
Illinois 60130 [Zip Code] ("Property Address");

[Street, City].

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Borrower shall promptly pay within 10 days of the giving of notice. more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice indefinitely holding the lien. Borrower shall satisfy the lien or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may interfere over the instrument, or (c) receives from the holder of the lien an agreement satisfactory to Lender notwithstanding the lien to Borrower's assignment of the lien; or by, or defends against an application by the lien in a manner acceptable to Lender; (b) consents in good faith to the writing to the payment of the obligation accrued by the lien in which has priority over this Security Instrument unless Borrower has priority over this Security Instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. To the person owed payment, Borrower shall promptly furnish to Lender all notices of summons to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, diagrams, notices and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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;

this Security instrument.

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 funds held by Lender. If, under Paragraph 2, Lender acquires or sells the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

wage monthly payments, if Lender's sole discretion.

If the Funds held by Lender exceed the amount paid to Lender to make up the deficiency in no more than time is not sufficient to pay the escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is fully

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, in unusual recouping of the Funds, holding credits and debts to the Funds and the purpose for which each Borrower and Lender may agree in writing, unless applicable law provides otherwise, Lender shall receive a portion of the Funds held by Lender in connection with this loan, unless agreed to pay Borrower in one-time charge for an indefinite period to a charge. However, Lender may require Borrower to pay a one-time charge for any increase in escrow account to be paid, Lender shall not be required to pay Borrower any interest to be paid by Lender to Lender's sole discretion.

escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such verilying the escrow items, unless Lender may hold the Funds and apply the Funds, usually unitizing the escrow account, or including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an escrow account while deposits are issued by a federal agency, including, or entity Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Lender a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law shall applies to the Funds

allowed mortgage loan, may require Borrower to account under the general Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal

the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These terms are called "escrow items."

it any: (c) yearly insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in escrow account of ground rents on the Property, if any: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments

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

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Premium and Interest: Premium and Late Charges, Borrower shall promptly pay when due the

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines conventions for uniform use and non-uniform conventions with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the entire hereby conveyed and has the right to negotiate, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

that there is now or hereafter a part of the Property. All replacements shall also be covered by this Security.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all covenants, stipulations, and

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights to the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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161. Borrower's Copy: Borrower shall be given one controlled copy of the Note and of this Security Instrument.

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 of this Security Instrument or the Note is ever enforceable without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be governed with the Note.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loans with 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 limits; and (b) any sum 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 this Note or by making a payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. Borrower Not Releaseth; Lender Not a Waller. Extension of the time for payment or modification of instrument secured by this Security Instrument granted by Lender to my successor in interest of Borrower shall not operate to release the funds secured by this Security Instrument from the attorney's fees and costs of collection and enforcement of the same, and Lender shall not be liable for any deficiency after the amount so paid.

Unless I can get a copy of this document, I will not be able to proceed with my application.

awarded or settled a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, award of setoff 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, in its option, either to restoration or repair of the Property or to the sums received by this Security instrument whether or not then due.

unless a Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums received by this Security Instrument whether or not the sums are then due.

in the event of a total default by the trustee, the proceeds shall be applied to the sums secured by this instrument, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the sale or if the property immediately before the taking is less than the amount of the sums secured immediately before the sale.

condemnation of one's actions or any part in the tragedy; or for confessing one in the heat of combustion, the hero is punished and shall be paid to Lender.

10. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation of any part of the Property or any portion thereof in lieu of condemnation, are hereby assigned and

9. Representations. Lender or its agent may make reasonable representations upon and inspections of the Property. Lender shall give Borrower notice in the time of or prior to an inspection specific cause for the inspection.

payments may no longer be required, in the opinion of Lender, if moneys due to trustee become payable (in the amount and for the period

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

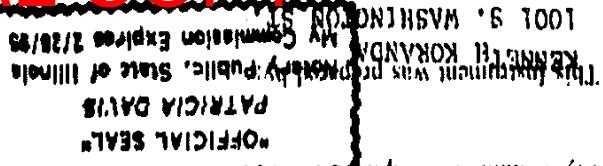
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 301A 8/90

NAPERVILLE, IL 60566



Notary Public

Given under my hand and affidavit seal, this
day of *July*, 19*93*
Signed and delivered to the foregoing instrument as
authenticated to the foregoing instrument, appearing herein this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s)

I, MICHAEL C COLLINS, SR and KATHARINE L COLLINS, HUSBAND AND WIFE
of Notary Public in and for said county and state do hereby certify
that we are the persons whose names are affixed hereto.

County ss:

Social Security Number
Borrower

(Seal)

Social Security Number
Borrower

(Seal)

Social Security Number 328341163
Michael C COLLINS, SR

(Seal)

Social Security Number
Borrower

(Seal)

Social Security Number 35044661
KATHERINE L COLLINS

(Seal)

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.

Witnesses:

- (Check applicable boxes)
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - balloon Rider
 - V.A. Rider
 - Other(s) [Specify]

24. 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.

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