

# UNOFFICIAL COPY

Loan Number: 0360659 / 1072

Prepared by: Maria Ramos

Property Address: 9138 S. KEDZIE AVENUE  
EVERGREEN PARK IL  
PIN #24-02-407-042 + 043, (LOT 19 & 20)

Maria Ramos

## ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT is made as of the 31st day of July, 1991 by **SHAWMUT MORTGAGE COMPANY**, a Connecticut corporation, with a mailing address at 433 South Main Street, West Hartford, Connecticut 06110 ("Assignor") to **FIREMAN'S FUND MORTGAGE CORPORATION**, a Delaware corporation, with a mailing address at 27555 Farmington Road, Farmington Hills, Michigan 48334-3357 ("Assignee").

In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, conveys, assigns, transfers and sets over unto Assignee all of its right, title and interest in and to that certain mortgage (the "Mortgage") from **JAMES ALAN WITTE AND PATRICIA A. WITTE** dated **May 5, 1989** and recorded in the **COOK** Registry of Deeds as **Document 89213515**, together with the note and/or loan agreement (the "Note/Loan Agreement") evidencing the indebtedness secured thereby and any and all other loan documents evidencing or securing the indebtedness including, without limitation, all liens, security interests and guarantees (collectively, the "Loan Documents").

Said Mortgage was assigned to Assignor pursuant to the terms of an Assignment of Mortgage from **ALLIED MORTGAGE CORPORATION** and recorded in said Registry of Deeds as **Document 89213516**.

To have and to hold the same unto the said Assignee, its successors and assigns forever.

Assignor hereby represents and warrants to Assignee that it is the owner and holder of the Mortgage, the Note/Loan Agreement and the Loan Documents and has full right and power to assign the same.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date set forth above.

WITNESSES:

**SHAWMUT MORTGAGE COMPANY**

Holly Clukey  
Holly Clukey

By Steven P. Aronson  
Steven P. Aronson  
Its Vice President

Kathy Paleski  
Kathy Paleski

STATE OF CONNECTICUT)

) ss. West Hartford

COUNTY OF HARTFORD )

On this the 31st day of August, 1991, personally appeared Steven P. Aronson, a Vice President of **SHAWMUT MORTGAGE COMPANY**, a Connecticut corporation, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of said corporation, before me.

Alice A. Hagan  
Notary Public  
My Commission Expires:

PLEASE RECORD AND RETURN TO:  
**SHAWMUT MORTGAGE COMPANY**  
**ACQUISITIONS AND MERGERS**  
433 SOUTH MAIN STREET SUITE 300  
WEST HARTFORD, CONNECTICUT 06110  
FFMC SALE 5

ALICE A. HAGAN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 08/31/1995

91551716

15.00

# UNOFFICIAL COPY

PREPARED BY:  
SUSAN MUELLER

RETURN TO:  
ALLIED MORTGAGE CORPORATION  
8600 W. BRYN MAWR, SUITE 725-S  
CHICAGO, IL 60631

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING  
DOCUMENTS HAVE BEEN FILED FOR RECORD IN THE  
OFFICE OF THE CLERK OF THE COUNTY OF COOK  
ILLINOIS

DATE: 5/17/83 BY: [Signature]  
LIBERTY TRUST INS. CO.

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 8TH  
19 83 The mortgagor is  
JAMES ALAN WITTE AND PATRICIA A. WITTE, HIS WIFE

("Borrower") This Security Instrument is given to ALLIED MORTGAGE CORPORATION  
which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is  
8600 W. BRYN MAWR, SUITE 725-S CHICAGO, IL 60631

Borrower owes Lender the principal sum of FIFTY-ONE THOUSAND FOUR HUNDRED FIFTY AND 00/100 \*\*\*\*\*  
\*\*\*\*\*

Dollars (U.S.) 51,450.00

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 JUNE 1ST 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois  
LOT 19 AND 20 IN BLOCK 1 IN B. F. JACOBS RESUBDIVISION OF BLOCKS 1 TO 16 AND 21 TO 28 INCLUSIVE OF B. F. JACOBS EVERGREEN PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 24-02-407-042 (AFFECTS LOT 19)  
24-02-407-043 (AFFECTS LOT 20)

COMMONLY KNOWN AS: 9138 S. KEDZIE AVENUE, EVERGREEN PARK, ILLINOIS 60642

which has the address of 9138 S. KEDZIE AVENUE EVERGREEN PARK  
Illinois 60642 ("Property Address");  
(Street) (City) (Zip Code)

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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UNIFORM COVENANTS, CONDITIONS AND LENDER COVENANTS AGREEMENT (as follows)

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard 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 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.

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 19 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. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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.