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DEPT-01 RECORDINGS \$15.00
T98888 TRAN 3204 11/14/91 14:23:00
#8955 F *-91-600574
COOK COUNTY RECORDER

S1600574

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SECOND MORTGAGE

October 22,

THIS MORTGAGE ("Security Instrument") is given on
19.91.... The mortgagor is Gerald P. Hicks, Jr., and Denise E. Hicks, his wife.....
Community of Homewood-Flossmoor..... ("Borrower"). This Security Instrument is given to
under the laws of Illinois....., and whose address is
18600 Dixie Highway, Homewood, IL, 60430..... ("Lender").
Borrower owes Lender the principal sum of Seven thousand and 00/100.....
Dollars (U.S. \$ 7,000.00.....). 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 October 22, 1994..... 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 27 in Block 5 in Riegel Manor Unit No. 1, being
a Subdivision of part of the Southeast Quarter of the
Southwest Quarter of Section 5, and part of the
Northeast Quarter of the Northwest Quarter of Section 8,
all in Township 35 North, Range 14 East of the Third
Principal Meridian, in Cook County, Illinois.

P.I.N. 32-05-320-027

which has the address of 1308 West 191st Street, Homewood.....
..... (Street) (City)
Illinois 60430 ("Property Address");
(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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT
REORDER FROM ILLIANA FINANCIAL, INC.



Form 3014 12/83

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I,, a Notary Public in and for said county and state, do hereby certify that Gerald P. Hicks Jr., and Dennis E. Hicks personally known to me to be the same persons (s) whose name (s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as free and voluntary act for the uses and purposes herein set forth.	
<p style="text-align: center;">My Commission Expires 6/18/95</p> <p style="text-align: center;">MARY M. KINSELLA</p> <p style="text-align: center;">NOTARY PUBLIC, STATE OF ILLINOIS</p> <p style="text-align: center;">MARY M. KINSELLA</p> <p style="text-align: center;">NOTARY PUBLIC, STATE OF ILLINOIS</p> <p style="text-align: center;">My Commission Expires 6/18/95</p>	
<p style="text-align: center;">.....</p>	
<p style="text-align: center;">NAME _____ FOR RECORDS INDEX PURPOSES INSECT STREET ADDRESS ABOVE DESCRIBED PROPERTY HERE 18600 S. Dixie Highway Community Bank of Homewood-Florissant STREET _____ CITY Homewood, IL. 60430 NAME _____ 1308 W. 191st Street Homewood, IL. 60430 STREET _____ CITY Homewood, IL. 60430 NAME _____ B. Cronin, 18600 Dixie Hwy., Homewood, CITY _____ STATE _____ ZIP _____ L I V E R Y</p>	

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Instrumental [Check applicable box(es)]
 - Adjustable Latex Rider
 - Condomium Rider
 - 2-4 Family Rider
 - Planned Unit Development Rider
 - Graduated Payment Rider
 - Other(s) [Specify]

23 **R**elated to this Security Instrument, (for or more details see attached by Borrower and recorded together with this instrument, the Co-owners and Agreements of each such holder shall be incorporated into and shall amend and supplement the Co-owners and Agreements of this Security Instrument as if the refer(s) were a part of this Security Instrument.

20. The experiment in any other period of redemption following judicial sale, Lender may agent of by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected or the receiver shall be applied first to payment of costs of management of the Property and then to the Lender's fees, premis and expenses of collection.

21. Release. Upon demand of sums secured by this Security Instrument, Lender shall release this Security Receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead except as provided in the Property.

19. Acceleration of 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date 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 instrument, foreclose by judicial proceeding and sale of the property. The notice shall further specify: (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 (e) that failure to cure the default on or before the date the notice is given to Borrower, by which the default may result in acceleration of the sums secured by this instrument, foreclose by judicial proceeding and sale of the property. The notice shall specify: (b) the date the default must be cured; and (f) the date the default may result in acceleration of the sums secured by this instrument, foreclose by judicial proceeding and sale of the property.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Noticees. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

tee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property: Mortgagor 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 bankruptcy), probably, for condemnation or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property in such a reasonable manner as Lender deems appropriate.

Lender's rights in the Property (such as bankruptcy, probably, for condemnation or to enforce laws or regulations) may be exercised by Lender in his discretion, fees and expenses entailing on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Instrumented immmediately prior to the acquisition.
6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subleasehold charge 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 lessee hold and

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.

All insurable policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unless otherwise withheld. 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 shall apply to the insurance of repair or replacement of the property damaged, if the restoration or repair is economically feasible or Lender's security would be lessened thereby; insurance shall be restored upon payment of premium, if the restoration or repair is not lessened, if the repair is not made within a reasonable time after notice of damage.

of the giving of notice.

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; or (b) consents in good faith to the delegation of the obligation to a third party acceptable to the Lender; or (c) agrees to pay to the Lender's order or to the order of the Lender's assignee all amounts due under the note or any other instrument or agreement evidencing the debt or obligation, plus interest thereon at the rate or rates provided in the note or instrument or agreement, plus costs of collection, attorney's fees, and all other expenses of the Lender in collecting the same, and all other expenses of the Lender in connection therewith.

3. Application of Agreement: In the event of the acquisition by Legendre, any funds held by Legendre at the time of application as part of the property to be acquired by this Deed will be held by Legendre under this Deed until such time as the parties shall be satisfied that the sums received by Legendre under this Deed have been applied in accordance with the terms of the agreement.

at a 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, Lender may to Lender any amount necessary to make up the deficiency in order to more promptly pay off the escrow items when due. 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 the date of sale, the amount of the security deposit to the purchase price.

purposes of which each debtor to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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 made by the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may accrue over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property held by Lender for any year; (c) yearly hazard insurance premiums; and (d) yearly premiums for current data and reasonably estimable expenses of future escrow items.