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WHEN RECORDED MAIL TO

INDEPENDENCE ONE MORTGAGE CORPORATION
A MICHIGAN CORPORATION
600 HOLIDAY PLAZA DRIVE STE. 250
MATTESON, IL 60443
LOAN NUMBER: 1868799

DEPT OF RECORDING

13333 MARSHALL ROAD, SUITE 100
DETROIT, MI 48238
TOLL FREE 1-800-231-1650
COURT (313) 577-1650

92909761

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

NOVEMBER 27TH, 1992

The mortgagor is ~~THOMAS O'MALLEY~~, a married man and ~~CATHERINE O'MALLEY~~, his wife
~~ALSO KNOWN AS THOMAS O. O'MALLEY AND ALSO KNOWN AS CATHERINE R. O'MALLEY~~

~~C/O~~ ("Borrower"). This Security Instrument is given to
INDEPENDENCE ONE MORTGAGE CORPORATION, A MICHIGAN CORPORATION
which is organized and existing under the laws of MICHIGAN
300 GALLERIA OFFICENTRE, SOUTHFIELD, MI 48034

("Lender"). Borrower owes Lender the principal sum of
TWENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100
Dollars (U.S. \$ 28,750.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on
DECEMBER 1ST, 2007. 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 200 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST 1/2
OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#24-05-415-006

TAX ID: 24-05-415-006

which has the address of 9421 S. MAJOR AVENUE
[Street]

, OAK LAWN
[City]

Illinois 60453 ("Property Address");
[Zip Code]

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1078E1 (9202)
MFCID9503 - 08/92

Form 1014-9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.

To Order Call 1-800-430-9703 / FAX 816-761-1131

1868799

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00-300-0003 () FAX 616-781-1131

(zadpof n fo z zadpof) 0046 2108 0049 4

(2036) 278281 WSLI

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the premises subject to the terms of the policy of insurance of the hazards set forth in the following schedule:

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to videocalling the payee or the obligee to the payment of the amounts set forth above within 10 days of the giving of notice.

3. **Chattels:** Lenses, Borrower shall pay all taxes, assessments, charges, rates and imposts due to the Proprietary which may accrue over his Security instrument, and restituted by him on payment of ground rent, 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 due ready to the person owed payment. Borrower shall promptly sumbit to Lender all notices of amounts due to be paid under this paragraph. If Borrower makes these payments due ready, Borrower shall promptly furnish to Lender records of these payments.

3. Application of Payments.

Funds held by Lennder, if, under paragraph 21, Lennder shall acquire or sell the Property, Lennder, prior to the acquisition or sale of the Property, shall apply any Funds held by Lennder at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of the applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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.

UNIFORM COVENANTS. Bottrofwer and Leander covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform coveralls for natural use and non-uniform coveralls with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is located or in the foregoing premises and occupies them lawfully and exclusively for personal, non-commercial purposes;

TOGETHER WITH all the improvements now or hereafter erected on the property. All alterations, additions, improvements, fixtures and fixtures now or hereafter a part of the property. All rights reserved to the Seller in this Schedule for "Progress"."

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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 2, 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 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 in 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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ITEM 18764 (1920)

enforcement of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Remedy. If Borrower makes certain conditions or demand on Borrower, Lender may invoke any remedies permitted by this Security Instrument without notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any 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 not less than 30 days from the date the notice is given of acceleration. The notice shall provide a period of 30 days for Lender to exercise this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

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

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

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

in this paragraph.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by prepayment charge under the Note.

a direct payment to Borrower. If a reduced principal, the reduction will be treated as a partial prepayment without any charge to Borrower. Lender may choose to make this reduced by reducing the principal owed under the Note or by making a reduced to the permitted limit, and (b) any sums already collected from a borrower which exceed permitted limits will be charged to the loan exceeded the permitted limits, then: (a) any such loan that be reduced by the amount necessary to reduce with the loan is fully repaid so that the interest or other loan charges collected or to be collected in connection charges, and that law is fully repaid so that the interest or other loan charges collected or to be collected in connection with the loan is fully repaid so that the interest or other loan charges collected or to be collected in connection

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

lender or make any accommodations with regard to the terms of this Security Instrument or the Note without that sum secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Security interest in the terms of this Security Instrument: (b) is not personally obligated to pay the instrument but does not execute the Note: (a) is responsible for the security interests of this Security instrument only to mortgagors, grant and assigns this Security paragraph 17. Borrower's covenants and agreements under this Security instrument shall be joint and several. Any Borrower who co-signs this Security instrument shall shall not operate to release the liability of the original Borrower or Lender to any successor in interest paragraph 17. Borrower's covenants and agreements of Lender and Borrower, subject to the provisions of this Security instrument shall be a waiver of preclusion of the excess of any right or remedy.

otherwise modified 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 prepayment any right or remedy shall be required to cause proceedings against any successor in interest or refuse to extend time for payment or shall not be required to release the liability of the original Borrower or Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Lender to any successor in interest modification of amount paid by this Security instrument granted by Lender to any successor in interest paragraph 18. Release of Borrower's Note or Waiver. Extension of the note for payment or possession due to the monthly payments received in paragraphs 1 and 2 or change the amount of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall extend or sums secured by this Security instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the award or settle a claim for damages, Borrower fails to restore within 30 days after the date the notice is given, an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make

any claim due to the failure to pay amounts due under the Note.

Property is immediately before the taking, unless Borrower and Lender otherwise agree in writing or writing of the sums secured by this Security instrument shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or writing of the sums secured by this Security instrument shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whichever or not then due, with any excess paid to Borrower. In the event of a partial taking in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, we hereby

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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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