

UNOFFICIAL COPY

PREPARED BY: H. C. 03 9
RAYMOND MC CLURE
500 E. HIGGINS - SUITE 103
ELK GROVE VILLAGE, ILLINOIS 60007

92038039

AND WHEN RECORDED MAIL TO
HUNTERS MORTGAGE CORPORATION
500 E. HIGGINS - SUITE 103
ELK GROVE VILLAGE,
ILLINOIS 60007

92038039

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to REPUBLIC NATIONAL BANK dba RESOURCE BANCSHARES MORTGAGE GROUP 3600 FOREST DRIVE - SUITE 100, COLUMBIA, SC 29204

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated JANUARY 20, 1992 executed by KATHLEEN M. FRANCES, UNMARRIED WOMAN

DEPT-01 RECORDING 623.00
T42222 TRAN 6050 01/21/92 12105100
\$4723.91 R-#2-038039
COOK COUNTY RECORDER

to HUNTERS MORTGAGE CORPORATION
a corporation organized under the laws of THE STATE OF ILLINOIS
and whose principal place of business is 500 E. HIGGINS - SUITE 103
ELK GROVE VILLAGE, ILLINOIS 60007

and recorded in Book/Volume No. , pages() County Records, State of ILLINOIS as Document No. 92038038

described hereinafter as follows:
LOT 32 (EXCEPT THE SOUTH 10' 10" MET THEREOF) AND ALL OF LOT 33 IN
BLOCK 25 IN THE THIRD ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION IN
SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22,
1891 AS DOCUMENT NUMBER 1491679, IN COOK COUNTY, ILLINOIS.

12-28-211-082

92038039

Commonly known as:
3025 HAWTHORNE, FRANKLIN PARK, ILLINOIS 60131

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF
JANUARY 20, 1992

On _____ before me, the
(Date of Execution)

undersigned, a Notary Public in and for said County and State,
personally appeared RAYMOND MC CLURE
known to me to be the PRESIDENT
and JUDITH K. AUGER
known to me to be VICE-PRESIDENT
of the corporation herein which executed the within
instrument, that the seal affixed to said instrument is the
corporate seal of said corporation; that said instrument was
signed and sealed on behalf of said corporation pursuant to its
by-laws or a resolution of its Board of Directors and that
he/she acknowledges said instrument to be the true act and
deed of said corporation.

Notary Public *Richard Samuels*

County,

My Commission Expires

HUNTERS MORTGAGE CORPORATION

By: RAYMOND MC CLURE
ITS: PRESIDENT

By: JUDITH K. AUGER
ITS: VICE-PRESIDENT

WITNESS:

OFFICIAL SEAL
MICHAEL SAMUELS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 15, 1994

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

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Property of Cook County Clerk's Office

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5. Hazard or Property Insurance. Borrower shall keep the improvements to the 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 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

DPS 1081

Form 3014 8/99

MMJ

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[Signature] 11/11/14

Digitized by srujanika@gmail.com

www.GATEandIITJEE.com

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

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Security instruments shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

(4) **Notices.** Any notice to Barronwer provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified below.

payment to Borromer. If a reduced reduces principal, the reduction will be treated as a partial prepayment without any premium under the Note.

13. Loan Challenges. 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 exceeded the permitted limits, then: (a) Any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limit; and (b) Any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender.

Secured by this Security Instrument, and (c) agrees that Lender may enter Borrower's residence without notice to collect any amount due under this Note without the Borrower's consent.

Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Note.

exercising any right or remedy.

11. Borrower Not Reclined; Forbadee Not a Waiver. Extension of the time for payment of amortization of the sums secured by this Secured Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or of any accessories in interest of Borrower shall not impair the right of the original Borrower to require payment of any sum due under this Note.

Unless Leader and Director agree in writing, any application of proceeds to principal shall not extend or
lose some time due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is sold/donated by Borrower, or if, after notice by Lender to Borrower that the condominium 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 any and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums required by this Security Instrument, whether or not 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, 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the market value of the Property immediately before the taking is less than the amount of the sums secured by fair market value of the Property immediately before the taking is less than the amount of the sums secured by the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due.

16. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and

Borrower notice at the time of or prior to an inspection specifying readying cause for the inspection.

9. In consideration of the foregoing agreement between Borrower and Lender or applicable law, in full accordance with any written agreement heretofore entered into between them and in appreciation of the Propriety, Lender shall give

Playments may no longer be required, at the option of Lender, if moratoriums become necessary (in the amount and for the period

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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.

(Check applicable box(es))

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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.


Witness


KATHLEEN M. FRANCIS

(Seal)
Borrower

Witness

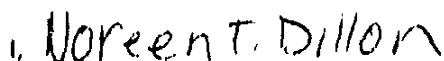
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK

County ss:

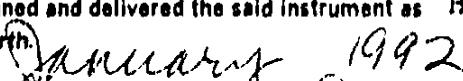


county and state do hereby certify that
KATHLEEN M. FRANCIS, UNMARRIED WOMAN

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of


January 1992

My Commission Expires



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DPS 1084

4-2-95