

# UNOFFICIAL COPY

DC 24, 1992, Vol. 1, Part 1

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004-9000209

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 29, 1992 . The mortgagor is

DARRYL P. FRANKLIN and SHAROLYN FRANKLIN, Husband and Wife  
337 Merrimac, Park Forest, IL 60460

("Borrower"). This Security Instrument is given to  
INTERFIRST FEDERAL SAVINGS BANK, A Federally Chartered Savings Bank

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which is organized and existing under the laws of the United States of America , and whose address is 305 E. Eisenhower Pkwy. #200, Ann Arbor, MI 48108 (Lender). Borrower owes Lender the principal sum of Seven thousand five hundred and no/100 Dollars (U.S. \$ 7,500.00 ).

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 July 27, 1992 . 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 35 in Block 42 in Village of Park Forest, Area No. 5, a Subdivision of part of the East  $\frac{1}{2}$  of Section 35, and the West  $\frac{1}{2}$  of Section 36, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

PTIN: 31-36-311-014

which has the address of 337 Merrimac, Park Forest [Street, City],  
Illinois 60460 ("Property Address");  
(Zip Code)

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

GRIL (9105)

VMP MORTGAGE FORMS - 1313293 0100 0800521 7291

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Form 3014 9/90  
Amended 6/91

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Form 3014 9/90

This instrument was prepared by: Paul W. Mayes

return to: InterFirst F.S.B., 305 E. Eisenhower #200, Suite 48108

Given under my hand and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth, signed and delivered in the foregoing instrument, appeared before me this day in person, and acknowledged that he subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he personally known to me to be the same persons) whose name(s)

DARCY P. FRANKLIN and SHAROLYN FRANKLIN, Husband and Wife  
, a Notary Public in and for said county and state do hereby certify  
that

I, the undersigned

STATE OF ILLINOIS,

County ss:

Date

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

DARCY P. Franklin  
Sharolyn Franklin

John J. Dowd

Witnesses:

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.

24. Riders to the 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 instrument. The covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]
- [Check applicable boxes] V.A. Rider  
[Check applicable boxes] Baldwin Rider  
[Check applicable boxes] Standard Payment Rider  
[Check applicable boxes] Biweekly Payment Rider  
[Check applicable boxes] Planed Unit Development Rider  
[Check applicable boxes] Rate Improvement Rider  
[Check applicable boxes] Second Home Rider  
[Check applicable boxes] Other(s) [Specify]

24. Riders to the 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 instrument. The covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable boxes]

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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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4. **Chargess Litems.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and lessehold 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.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by [ ] under paragraph 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 1 and 2 of note; and last, to principal due, and last, to any late charges due under the Note.

of the Property, shall apply any Funds held by Legendre at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Lupon payment in full of all sums accrued by this Security instrument. Lender shall promptly refund to Borrower any funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

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 applicable law. Lender shall make up the deficiency in no more than twelve months after payment, at Lender's sole discretion.

verticalizing the Escrow items, Lender may charge for the Funds unless Borrower pays such a charge. In addition, Lender may charge for holding the Funds, unless Borrower pays such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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 without charge, an annual accounting of the Funds, showing credit and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, and Lender shall receive from Borrower, all sums accrued by this Security instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender), if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow fees, Lender may not charge Brokerage fees, for holding and managing the Funds, unless specifically negotiating the terms of the escrow agreement.

Lender on the day immediately preceding the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue under the Note, (b) yearly leasehold payments or ground rents on the Property, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"). Unless another law applies to the Funds sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

particular of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

**LINIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT contains all the essential recitals necessary to give it full force and effect.

**EXCLUSIVENESS** - It will be the right of the Company to have the first right to offer to the holders of the Preferred Stock, or to any other person, to subscribe for or purchase from the Company, at a price to be fixed by the Board of Directors, such additional shares of Preferred Stock as may be necessary to effect the conversion of the Preferred Stock into Common Stock.

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be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage premium being paid by Borrower when the insurance coverage lapses or ceases to be subserviently equivalent insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the noncoverage previously in effect, from an alternate mortgage insurer approved by Lender. If option coverage subsequently equated to the mortgage previously in effect, it is cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to insurement, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the instrument, Borrower shall pay the premiums required as a condition of making the loan secured by this security payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this security instrument, date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding security instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument.

7. **Lender does not have to do so.**  
Any reasonable attorney's fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph including paying any sums accrued by a lessor which has priority over this Security instrument, appearing in court, paying for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may proceed filing in bankruptcy, probable, for condemnation of forfeiture to enforce laws or regulations, when Lender may do and this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property such as a Security instrument, if Borrower fails to perform the covenants and agreements contained in this Security instrument.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to pay the fees and expenses to the merger in writing, released hold and the fee title shall not merge unless Lender agrees to the merger in writing.  
Lender, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lessee holds, representations concerning Borrower's occupancy of the Property as a principal residence, if this Security instrument is on a to, provide Lender with any material information in connection with the lease evidenced by the Note, including, but not limited to, provide Lender during the loan application process, gave materially false or inaccurate information or statements to Lender for failed impact of the loan creation by this Security instrument of facts, generally interest, Borrower shall also be in default if Lender, in Lender's good faith determination, provides Lender of the Borrower's intent in the Property or other material cure such a default and remediate, as provided in paragraph 12, by assuring the action of proceeding to be dismissed with a ruling property or otherwise materially impact the loan created by this Security instrument or Lender's security interest. Borrower may allow the Property to deteriorate, or commit, or engage in Lender's good faith judgment could result in forfeiture of the extension of the lease, unless Lender other otherwise agrees in writing, which causes Borrower shall be in default if any intentional circumstances exist which are beyond Lender's control, Borrower shall destroy, damage or impair the Property, allow the Property to deteriorate, whether due to criminal, or commits waste on the Property, Borrower shall be in default if any intentional circumstances exist which are beyond Lender's control, Borrower shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which causes Borrower shall not be unreasonably withheld, or unless this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenders.**

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition, immediately prior to the acquisition Lender to the extent of the sums secured by this Security instrument, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition Lender to the extent of the sums secured by this Security instrument under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from possession the due date of the monthly payments referred to in paragraphs 1 and 2 or damage the amount of the payments. If Lender does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then 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 Lender is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same repair is not damaged, if the restoration of repair is economically feasible and Lender's security is not lessened, if the restoration of repair is not made proof of loss it not made promptly by Borrower.

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 give prompt notice to Lender all receipts of paid premiums and renewals, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender 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.

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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 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 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 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. 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 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 the sums are then due.

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.

**11. 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.

**12. Successors and Assigns Bound; 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.

**13. 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 exceeded 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.

**14. Notices.** 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.