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WHEN RECORDED MAIL TO

INDEPENDENCE ONE MORTGAGE CORPORATION
A MICHIGAN CORPORATION
5241 FOUNTAIN DRIVE, SUITE A
CROWN POINT, IN 46307-1088
LOAN NUMBER: 1859340

COOK COUNTY, ILLINOIS
FILED AND INDEXED

17-11-12 AM 11:19

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T.O. #52270-2000

31-EL

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 15TH, 1993
The mortgagor is SHERWIN CLARK, a married man and BENDETTA CLARK, his wife

INDEPENDENCE ONE MORTGAGE CORPORATION, A MICHIGAN CORPORATION
which is organized and existing under the laws of MICHIGAN
300 GALLERIA OFFICENTRE, SOUTHFIELD, MI 48034
, and whose address is

("Borrower"). This Security Instrument is given to
ONE HUNDRED TWENTY THOUSAND AND NO/100
Dollars (U.S. \$ 120,000.00). 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
AUGUST 1ST, 2023. 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 91 IN HUGUELET'S 6TH ADDITION TO SOUTH HOLLAND BEING A RESUB-
DIVISION OF PART OF THE EAST 3/4 OF LOT 1 (IN THE SUBDIVISION OF THE
SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN); WHICH LIES SOUTH OF THE CENTER LINE OF THE
LITTLE CALUMET RIVER AND NORTH OF THE NORTH LINE OF HUGUELET'S 5TH
ADDITION TO SOUTH HOLLAND, IN COOK COUNTY, ILLINOIS.

TAX ID: 29-24-305-006-0000

93556135

which has the address of 16731 MERRILL AVE.

, SOUTH HOLLAND

(City)

Illinois 60473
[Zip Code] (Property Address);

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 10741 (2020)
MFCDD9503 - 08/92

BOX 251

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.

To Order Call: 1-800-630-0300 FAX: 815-701-1131
1859340

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11734 187062 (1022)

shall satisfy the like or take one or more of the actions set forth above within 10 days of the signing of notice.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees evidencing the payments.

4. **Chargers; Letters.** Borrower shall pay all taxes, assessments, charges, rates and imposts. As stipulated in the Promissory Note which may then prevail, Security Instruments and Leasedhold Instruments of ground land, if any, Borrower shall pay those obligations in the manner provided in Paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts so paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts under this paragraph.

3. Application of Penalties. Unless applicable law provides otherwise, all payments made by Lender under this Security Instrument shall be applied first to any late charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note; and last, to principal due under paragraphs 2, third, to interest due; fourth, to principal due and last, to any late charges due under the Note.

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 21, Lender shall acquire or sell the property, Lender, prior to the acquisition or sale of the property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums

If the Funds held by Learder exceed the amounts permitted to be held by applicable law, Learder shall account to Borrower for the excess Funds held by Learder exceeding the amounts permitted to be held by applicable law. If the amount of the Funds held by Learder exceeds the amounts permitted to be held by applicable law, Learder shall pay to Borrower the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, as Learder's sole discretion.

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Interest. Subject to applicable law or to a written waiver by Lenders, Borrower shall pay taxes and assessments which may accrue prior to the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which the day monthly payments are due under the Note, (b) yearly taxes and assessments which may accrue prior to the Note, until the Note is paid in full, a sum ("Funds") for (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums or (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lenders, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Funds". Lenders may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth above. Funds held by Lenders may be applied toward the principal of the Note or to accrued interest or other amounts due under the Note, as Lenders may determine. Funds held by Lenders may be applied toward the principal of the Note or to accrued interest or other amounts due under the Note, as Lenders may determine. Funds held by Lenders may be applied toward the principal of the Note or to accrued interest or other amounts due under the Note, as Lenders may determine.

UNIFORM GOVERNANTS, BOMTOWER AND LACDALE COVERSAND AND SPACES AS FOLLOWS:

9355635

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

BONNIE WILSON, GAIL WILSON AND DONALD WILSON, the plaintiffs, and their attorney, ROBERT L. HARRIS, the defendant, will appear before the Superior Court of the Commonwealth of Massachusetts at Boston on October 22, 1968, at 10:00 A.M. to record their answers to the interrogatories propounded by the defendant in the above-entitled case.

100% HIRE WILL BE THE MANDATE FOR ALL NEW RECRUITMENTS NOW OR LATER ON OUTSIDE OF PROPERTY, AND IN CONSTRUCTION, EQUIPMENT, AND FEATURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL RELOCATIONS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT. ALL OF THE FOREGOING IS RECORDED IN THE SECURITY INFORMATION AS THE "PROPERTY".

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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 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 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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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 Resist. If Borrower meets certain conditions, Borrower shall have the right to have cancellation of this Security Instrument declared as null and void prior to the earlier of: (a) 5 days (or such other period as

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 exercisable by lender if notice is provided by federal law as of

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 this Security Instrument or clause of this Note which purports to conflict with the 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 Note are declared to be severable.

14. Notices. Any notice provided to Botower shall be deemed given if given in writing by delivery or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address of Botower or to Botower's principal place of business. Any notice given by delivery or by mailing it by first class mail unless applicable law requires use of another method, shall be deemed given if given in writing by delivery or by mailing it by first class mail to the Secretary of this Security Instrument at the address set forth in the first sentence of this paragraph. Any notice given by delivery or by mailing it by first class mail to the address set forth in the first sentence of this paragraph shall be deemed given if given in writing by delivery or by mailing it by first class mail to the address set forth in the first sentence of this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and such law is finally interpreted so that the interest or certain 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 the borrower which exceed the amount necessary to reduce the principal to Borrower's limit, less the amount necessary to reduce the charge to the permitted limit, shall be returned to the lender by the person who collected them, plus interest at the rate of 12% per annum from the date of collection until paid.

12. **Successors and Assignees**: You and Successors and Assignees shall bind and be bound by this Security Instrument and its successors and assigns. The coverings and agreeements of this Security Instrument shall be joint and several, and shall be binding upon all persons holding or claiming title under or in respect of this Security Instrument.

Unhass Lenders and Borrowers Outlawed before it Writing, may stipulation of products to purchase such loan certain of passage the due date of the monthly payments referred to in paragraphs 1 and 2 changing the amount of such payments.

11. Borrower's, &c., released; Forbearance Not a Waiver. Extension of the time for payment or modification of amount paid by Lender granted by Lender to any successor in interest of Borrower shall not affect the liability of the sums secured by this Security Instrument to any successor in interest of Borrower shall not affect the liability of the sums secured by this Security Instrument to any successor in interest of Borrower or to any other party to whom the instrument may be transferred by Lender in accordance with the terms of this instrument.

12. Waiver of or preclude the exercise of any right or remedy.

Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sums secured by this Instrument, whether or not then due.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make 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 which are 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 condensation or other taking of any part of the Property, or for conveyance in lieu of condensation, are 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.

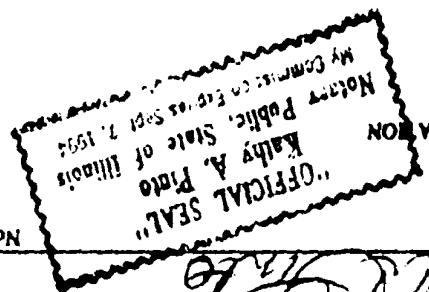
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Form 3014-9790 (Page 6 of 6 pages)
FAX 616-781-1118
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ITEM 187010 (2020)



(Address)

3241 POUNTAIN DRIVE, SUITE A, CROWN POINT, IN 46307-1088

(Name)

This instrument was prepared by KATHY A. PINTO, LYNNE A. SMITH

My Commission expires: 9/7/94

Given under my hand and official seal, this

15TH

day of JULY

Year.

and delivered the said instrument as check free and voluntary act for his uses and purposes herein set
subscribed to the foregoing instrument, sworn before me this day in person, and declare willed that they signed
. personally known to me to be the same person(s) whose name(s) are

do hereby certify that SHERWIN CLARK, a married man and BENDETTA CLARK, his wife
, a Notary Public in and for said county and state,

I, KATHY A. PINTO

County as:

COOK

STATE OF ILLINOIS.

Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverages contained in pages 1 through 6 of this
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify)

- Adjustable Rate Rider Goodwill Rider 1-4 Family Rider
Grandparent Rider Planned Unit Development Rider Rate Improvement Rider
Balloon Rider Biweekly Payment Rider Second Home Rider

Instrument (Check applicable box(es))

Supports the coverages and agreements of each such rider shall be incorporated into and shall become part of this Security
Instrument the coverages and agreements of which shall be incorporated into and shall become part of this Security
Instrument. If either the coverages and agreements of each such rider or the Security Instrument as if the rider(s) were a part of this Security
Instrument, the coverages and agreements of each such rider shall be incorporated into and shall become part of this Security
Instrument.