Know all men by these presents that OLYMPIC FEDERAL, formerly known as Olympic S&L Assu.

a Corporation of the United States party of the first part, in consideration of the sum of TEN DOLLARS and other good and valuable considerations, the receipt whereof is hereby acknowledged, hereby sells, assigns and transfers unto UNIVERSAL AMERICAN MORTGAGE COMPANY IT'S SUCCESSORS AND/OR IT'S ASSIGNS party of the second part, a certain INDENTURE OF MORTGAGE made by;

HARRY E. WENZ, and HILDRED M. WENZ, his wife

Conveying to <u>UNIVERSAL AMERICAN MORTGAGE COMPANY IT'S SUCCESSORS AND/OR IT'S ASSIGNS</u> as mortgagee, the following described premises, to-wit:

Lot 8 in the Resubdivision of Lots 65, 66, 67, 68 and 69 and part of Lots 92 and 93 and all of Lots 130 to 142, both inclusive, and vacated Street, and vacated Holly Drive and Heather Lane, all in Porest Manor Unit No. 2, being a subdivision in the Southwest quarter and the Southeast quarter of Section 25, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, I/11-2018

PERMANENT TAX ID: 0325370290000	DEPT-11 93054508 \$23.50 T\$6666 TRAH 6078 01/21/93 14:44:00 #9588 \$ #-93-054508
PROPERTY ADDRESS: 1807 Hop/ Lane Mt. Prospect, Illinois	. COOK COMMTY RECORDER
and further sells, assigns and transfers unto said party said mortgage and all of sail mortgages's right, therein above described. Said Mortgage is recorded in the County of COOK . State of Document Number 2408634	title and interest in and to the premises
DOCUMENT NUMBER Z4V0034	
IN WITNESS WHEREOF, said party of the first part has by it's DIRECTOR and attracted by it's ASSU. SECRETARY hereto affixed this 29th Day of JUNE, 1989.	caused this instrument to be signed f and it's Corporate Seal to be
	DLYMPIC FEDERAL
	Willer Sol
	Michael & A. Director
or ${f J}$	ROSE R. D. PEPEK, ASST. SECRETARY OUN R 12172 JR. ASST. SECRETARY
STATE OF ILLINOIS	
COUNTY OF COOK SS	°,O~
I, the undersigned, a Notary Public in and for said DO HEREBY CERTIFY that the persons whose names are a instrument are personally known to me to be the duly OLYMPIC FEDERAL and that they appeared severally acknowledged that they signed and delivere as duly authorized Officers of said Corporation and Corporation to be affixed thereto pursuant to author of said Corporation as their Free and Voluntary Act, Act and Deed of said Corporation for the uses and put	subscribed to the roregoing authorized Officers of before me this day in person and do the said instrument of writing caused the Corporate Seal of said ity given by the Board of Directors
SIVEN under my hand and Notarial Seal this 29th	Day of JUNE . 19 89
This instrument prepared by: Olympic Federal 2901 N Hannheim Rd Franklin Park, IL 60101	NOTARY FUBLIC
This instrument prepared by: Olympic Federal 2901 N Mannheim Rd	)mil to: 23.50
Franklin Park, IL 60101	PLEASE (RETURN TO:

ATTENTION: "LORI SYKES

MIANL. FL .:

730 N.W. 107 AVENUE. SUTTE 410

33172

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#### AFFIDAVIT OF NOTIFICATION

#### OF ASSIGNMENT OF MORTGAGE

1, Rosemary D. Pesek , as ago	out for the OLYMPIC FEDERAL
	(Assignor, Assignae
of the mortgage registered as	document number 2408634
	menten til film fil film foll film foll et en
being fire duly sworm upon oath, states:	
1. That notification was given to Paul and	Patricia Erickson , at
/ X	
1807 Hopi Lane, Mt Propsect, IL. 60056	who are the owners of
record on Certificate No. $\frac{1392736}{2770^{-1}}$ , and	mortgagors on document No.
	· ·
2408634 , that the subject mortga	ige was being anolgned. 🗀 💎 🥏
4	•
2. That presentation to the Registian of [1]	ling of the sasignment of
	en e
mortgage would cause the property to be with	lrawn from the Torrens system
<b>7</b> ),	
and recorded with the Recorder of Deeds of to	ink County.
1, Rosemary D. Pesek , declare t	under penalties of perjury,
black I have associated all the second	0,,
that I have examined this form and that all s	statements included in this
efficients to the best of an bountain and had	
affidavit to the best of my knowledge and bel	ter are true, correct and
complete.	V <sub>E</sub> .
The second second	adea Marie
AFCIant	Rosempty D. Pesek
Villanc.	OSCHIPLY D. TESEK
	93054508
Subscribed and sworn before me	9300
by the gaid Rosemary D. Pesek	
this / day of April 1992.	"OFFICIAL SEAL"
	Mary E. Kalliber 2
	Notary Public, State of Illinois Cook County, Illinois
The second second	My Commission Expires May 2, 1993
Jane & Grand Francisco	S
T T T T T T T T T T T T T T T T T T T	· ·

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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 unreesonably 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.

Ail insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to held 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 does of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 (he 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 price to the acquisition.

6. Occupancy, Preserve 100 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, allo with 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 country and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, it Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impai men, of the tien 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, 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 forfeigner 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 depairs. 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 Dorgover 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 Linder 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.
- 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.
- The proceeds of any award or claim for damages, direct or consequential, in connection with 10. Condemnation.

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 is less than the amount of the sums secured 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 Walver. 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 estage 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 about 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 that 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 Lei der 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 induced 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 partial owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated 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 Londer shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender way a given as provided

in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law ant 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.

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 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 ITEM 187814 19202)

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 blazardous 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 agenc, or private party involving the Property and any Hazardeus 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 removalation of any Hazardeus 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 Porrower 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 specific 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 defence 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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# UNOFFICIAL COPY 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 agreement supplement the covenants and agreements of this		
Instrument. [Check applicable box(es)]  Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider F		
Balloon Rider F	Balloon Rider Rate Improvement Rider Second Home Rider	
Other(s) [specify]		
BY SIGND to BELOW, Borrower accepts and ag Security Instrument and in any rider(s) executed by Bo	- ·	ntained in pages 1 through 6 of this
Witness:-	Witness:	
- 200 d		
JOSE L. MUNOZ .E	(Seal) IRMA MUNOZ	-Borrower
	(Scal)	(Seal)
-	TOWER .	-Borrower
STATE OF ILLINOIS,	County ss:	
1. He Undersigned	a Notary Pul	blic in and for said county and state,
1. He Under Signed do hereby certify that Jose L. Munor	and Irma Mi	inoz, his wife
, personally kn	nown to me to be the same person(	) whose name(s)
subscribed to the foregoing instrument, appeared before	re me this day in person, and ackno	will get that they signed
and delivered the said instrument as Heir	free and voluntary act, f	for the uses are purposes therein set
forth.		Co
Given under my hand and official seal, this	12th day of Janu	ery 1993,
My Commission expires:	Я	
"OFFICIAL SEAL" LIESEL A. KREBS Notary Public, State of Illinois	head a	Notary Public
This instrument was product by on Expires 1/17/95		
Hamilton Financial	(A	
(Name) 2 C. ) 5 Butterfuld Rd 4, (Address Pak Knock, A 601) 7	U\$0	

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