

UNOFFICIAL COPY

93245543

CARLA M. GULISANO  
5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656

RECORDED CONCURRENTLY

AND WHEN RECORDED MAIL TO

COLUMBIA NATIONAL BANK  
OF CHICAGO  
5231 NORTH HARLEM AVENUE  
CHICAGO  
ILLINOIS 60656

BOX 333

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 COUNTRYWIDE FUNDING CORPORATION

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated MARCH 26, 1993  
executed by  
SANTO ACCURSO, BACHELOR

to COLUMBIA NATIONAL BANK OF CHICAGO  
a corporation organized under the law of UNITED STATES OF AMERICA  
and whose principal place of business is 5231 NORTH HARLEM AVENUE  
CHICAGO, ILLINOIS 60656  
and recorded in Book/Volume No. \_\_\_\_\_, page(s) \_\_\_\_\_, as Document No. \_\_\_\_\_  
COOK County Records, State of ILLINOIS

93245542

described hereinafter as follows:  
LOT 8 AND THE NORTH 2.5 FEET OF LOT 9 IN BLOCK 1 IN ELLSWORTH, A  
SUBDIVISION OF BLOCKS 1 TO 10 INCLUSIVE, BLOCKS 13 AND 14, THE NORTH  
225 FEET OF LOT 12, THE NORTH 350 FEET OF THE WEST 1/2 OF BLOCK 18 OF  
CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST  
1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, IN COOK COUNTY,  
ILLINOIS.

DEPT-01 RECORDINGS \$23.00  
T#9777 TRAN 7480 04/02/93 13:47:00  
#9500 # \*73-245543  
COOK COUNTY RECORDER

12-25-403-052

Commonly known as:  
2732 NORTH 74TH AVENUE, ELMWOOD PARK, ILLINOIS 60635  
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.

93245543

STATE OF ILLINOIS  
COUNTY OF COOK

COLUMBIA NATIONAL BANK  
OF CHICAGO

On 3/26/93 before me, the  
(Date of Execution)

BY: PHILLIP J. CORNACCHIA, JR.  
ITS: DIRECTOR OF OPERATIONS

undersigned, a Notary Public in and for said County and State,  
personally appeared PHILLIP J. CORNACCHIA, JR.  
known to me to be the DIRECTOR OF OPERATIONS  
and CLAIRE J. MICHEL  
known to me to be LOAN OFFICER  
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 free act and  
deed of said corporation.

BY: CLAIRE J. MICHEL  
ITS: LOAN OFFICER

WITNESS: CARLA M. GULISANO

Notary Public Tabetha M. Roman  
COOK County,

"OFFICIAL SEAL"  
TABETHA M. ROMAN  
Notary Public, State of Illinois  
My Commission Expires 2/4/97

My Commission Expires \_\_\_\_\_

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

1 per the 5/31/93

23

BOX 333

DPS 171

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Property of Cook County Clerk's Office

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LOAN NO. 00381545 #95

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. **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.

19. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [Specify]
- Growing Equity Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

James J. Kirby  
JAMES J. KIRBY (Seal) Borrower

Cheryl A. Kirby  
CHERYL A. KIRBY (Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

\_\_\_\_\_  
(Seal) Borrower

STATE OF ILLINOIS,

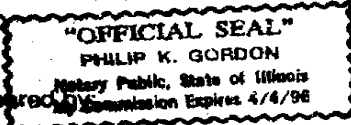
Cook County ss:

Philip K. Gordon, a Notary Public in and for said county and state, do hereby certify that JAMES J. KIRBY and CHERYL A. KIRBY

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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of March 1993

My Commission expires:



Philip K. Gordon  
Notary Public

This instrument was prepared by

WESTAMERICA MORTGAGE COMPANY  
(Name)  
1 SOUTH 680 MIDWEST ROAD  
OAKBROOK TERRACE, IL 60181  
(Address)

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date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

(a) **Defaults for Acceleration of Debt.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:  
(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or  
(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:  
(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and  
(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.  
(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.  
(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 days

from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current (including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceedings.) Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if:  
(i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years (or any period specified in the current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Foreclosure by Lender Not a Waiver.** Extension of the time of 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 successor in interest. Lender shall not be required to commence foreclosure 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 or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability of 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 9. 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-signer of this Security Instrument only to the extent of the sums secured by the Note; (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. **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 address Lender designates by notice to Borrower. Any notice provided for in this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note 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.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of this Security Instrument. Note are declared to be severable.

16. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only; to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant. Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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