

UNOFFICIAL COPY

94501369

LOAN NO. 4396230

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, The Huntington Mortgage Company a Corporation of the State of Ohio does hereby grant, bargain, sell, assign, transfer and set over unto, NORWEST MORTGAGE INC., A MINNESOTA CORPORATION, 800 MARQUETTE AVENUE SOUTH, MINNEAPOLIS, MINNESOTA 55402, it successors and assigns, certain Indenture of Mortgage, bearing date 03-14-94, in the original principal sum of \$70,297 made by JAMES P WALSH, DIVORCED, NOT SINCE REMARRIED and all its rights, title and interest to the premises therein described as follows:

THE NORTH 22.65 FEET OF LOT 10 IN BLOCK 4 IN SOUTH HIGHLANDS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE

Commonly known as: 12433 SOUTH MAPLE BLUE ISLAND which said Mortgage is recorded in the Office of the County of COOK in the State of Illinois as Document Number 94238480.

Together with the principal note therein described, and the money due or to become due therein with the interest, unto said NORWEST MORTGAGE INC., its successors or assigns, forever, subject only to the provisions in the said Indenture of Mortgage:

IN WITNESS WHEREOF, has executed this instrument by its duly authorized officers, and has caused its Corporate seal to be hereto affixed, this 30th day of March, 1994

ATTEST

[Signature]

BY:

[Signature]

LINDA C. CLOWE
VICE PRESIDENT
THE HUNTINGTON MORTGAGE COMPANY

THE STATE OF OHIO
COUNTY OF FRANKLIN

T#5555 TRAN 9410 06/06/94 16:22:00
#5991 # JJ * -94-501369
COOK COUNTY RECORDER

I, the undersigned, a Notary Public in and for said County and State do hereby certify that the above named Cheri L. Warner, Staff Officer and the above named Linda C. Clowe, Vice President of the Corporation named herein which executed the within instrument is the Corporate seal of said Corporation; that said instrument was signed and sealed on behalf of said Corporation pursuant to its bylaws or a resolution of its Board of Directors and that she acknowledged the said instrument to be the free act and deed of said Corporation. Given under my hand and Notarial Seal this 30th day of March, 1994

[Signature]

Notary Public

This Instrument was prepared by:
Lisa E. Pelham

CARLA M. CRONK
NOTARY PUBLIC-STATE OF OHIO
MY COMMISSION EXPIRES JULY 18, 1998

94501369

THE HUNTINGTON MORTGAGE COMPANY
7575 HUNTINGTON PARK DR.
COLUMBUS, OHIO 43235

2350
[Signature]

UNOFFICIAL COPY

99 41 2 13 18 04238480



COOK COUNTY, ILLINOIS
FILED FOR RECORD

94 MAR 16 PM 2:28

94238480

38
FI
7500334

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

PHA Case No.

131:752920-729

439623-0

623-4-PURCA

THIS MORTGAGE ("Security Instrument") is given on **March 14, 1994**

The Mortgagor is

JAMES P WALSH, DIVORCED, NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to
THE HUNTINGTON MORTGAGE COMPANY, "AN UNLC CORPORATION"

which is organized and existing under the laws of **THE STATE OF OHIO**
address is **7575 HUNTINGTON PARK DRIVE, COLUMBUS, OHIO 43235**

and whose

("Lender"). Borrower owes Lender the principal sum of
Seventy Thousand Two Hundred Ninety-Seven and No/100 Dollars (U.S. \$ **70,297.00**).

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 **April 1, 2024**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 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:

THE NORTH 22.65 FEET OF LOT 10 IN BLOCK 4 IN SOUTH HIGHLANDS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF LOTS 1 AND 2 IN ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS P I N 24-25-413-001

which has the address of **12433 SOUTH MAPLE BLUE ISLAND**
(Block) **80408** (Zip Code)("Property Address");

(Street, City).



94238480

94501319

3500

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment of items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due date of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.