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1416 To  
MORTGAGE CORPORATION  
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**MORTGAGE**

131-888996

THIS MORTGAGE ("Security Instrument") is given on October 16th, 1985  
PLACED WITHIN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, BY MARGARET VAN DYKE, widow, not restricted

and  
("Mortgagee"), The Security Instrument is given to FEA MORTGAGE CORPORATION

37 50  
m

which is recorded and existing under the laws of the State of Michigan  
address: 23000 NORTHWESTERN HWY, ST. JOSEPH  
MICHIGAN 49785

("Lender"), Records were made the proceeds of  
THE SUM OF FIFTY FIVE THOUSAND SEVEN HUNDRED SEVENTY SEVEN AND 00/100  
DOLLARS (\$55,777.00)

The debt is evidenced by Lender's note dated the same day as the Security Instrument ("Note"), which provides for monthly  
payments, with the first due, if not paid earlier, due and payable on November 1, 1985. The Security  
Instrument is subject to the provisions of the deed of trust, with Lender and all successors, assigns and  
beneficiaries to the payment of all other debts, with certain exceptions, as set forth in paragraph 4 to prevent the security of the Security  
Instrument, and to the performance of Lender's obligations and agreements under the Security Instrument and the Note. The  
debt is secured by the property described in the following description of the property being mortgaged:

LOT 30 (EXCEPT THE SOUTH 8.66 FEET THEREOF) IN BLOCK 17  
OF THE SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2  
OF THE SOUTHWEST QUARTER SECTION 26,  
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY,  
ILLINOIS.

P.O. Box 12-22-321-030

AMERICAN TITLE

12-22-321-030  
200 N. CLARK AVENUE, CHICAGO  
ILLINOIS 60614

FEA MORTGAGE CORPORATION

96120

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12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of the 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 the Security Instrument but does not execute the Note, (a) in co-signing the Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of the Security Instrument, (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, replace or make any accommodations with regard to the terms of the Security Instrument of the Note without the Borrower's consent.

13. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by sending 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 the Security Instrument 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 or clause of the Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Security Instrument or the Note which are given effect without the conflicting provision. To this end the provisions of the Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one certified copy of the Security Instrument.

16. Assignment of Rents. Borrower irrevocably 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 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 stated in the lease of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for collection or any other purpose.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, (b) be applied to the sums secured by the Security Instrument, (c) Lender shall be entitled to collect and receive all of the rents of the Property, and (d) 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 retained any present enjoyment 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 close upon, or to record or to maintain the Property subject to 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 sums shall not cure or waive any default or constitute an offer of payment or remedy to Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. Enforcement Provisions. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to enforce all remedies provided in paragraph 9, including the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of this foreclosure.

18. Release. Upon payment of all sums secured by the 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 rights of homestead exemption in the Property.

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(6) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payments of principal and interest which would be necessary to repay the unpaid principal balance on file as the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payments on the loan, reduced by the amount of any payments in principal. The result of this calculation will be the amount of the new monthly payments of principal and interest.

(7) Notice of Change

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(8) Effective Date of Change

A new interest rate established in accordance with paragraphs (7) and (8) of this Note will become effective on the Change Date. Borrower shall make a payment on the new monthly amount beginning on the first payment due which occurs at least 25 days after Lender has given Borrower the notice of change required by paragraph (7) of this Note. Borrower shall have no obligation to pay any interest on the monthly payment amount established in accordance with paragraph (8) of this Note for any payment due occurring less than 25 days after Lender has given the required notice. If the monthly payment amount established in accordance with paragraph (8) of this Note is demanded, but Lender failed to give timely notice of the demand and Borrower made any monthly payment amount exceeding the payment amount which should have been made in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the then applicable rate equal to the interest rate which should have been made in a timely notice, or (ii) accept that any excess payment, with interest thereon at the then rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest as demanded is not assigned a value if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this 4-point Note.

\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Lender  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Lender  
Borrower: The Last Signature for Acknowledgment

60417704

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96125941

DEPT-01 RECORDING \$37.50  
145010 TRAN 4091 02/16/96 15:15:00  
#1082 # CJ \*-96-125941  
COOK COUNTY RECORDER

96125941

FEB 9 1996

IF ANY PART OF THIS IS A TRUE & CORRECT COPY OF DOCUMENT

*Jose White*

RECORDED OF DEEDS  
COOK COUNTY, ILL.

95714768