

# UNOFFICIAL COPY

WHEN RECORDED RETURN TO:  
FIRST MIDWEST MORTGAGE CORP  
ATTN: FAYE CHISLER  
2801 WEST JEFFERSON STREET  
PO BOX 3000  
JOLIET, IL 60434-3000

. DEPT-01 RECORDING \$25.50

REQUESTED AND PREPARED BY:  
MR. GARY H. BRANDES OF  
FIRST MIDWEST MORTGAGE CORPORATION  
2801 WEST JEFFERSON  
JOLIET IL 60435  
TEL NO 815-777-2574

. T#0008 TRAN 3350 02/21/97 10:31:00  
. #7663 #BJ #-97-121532  
. COOK COUNTY RECORDER

## 97121532

FMMC'S LOAN # 70013943  
INVESTOR LOAN # 842563892

### ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, FIRST MIDWEST MORTGAGE CORPORATION, the undersigned holder of a Mortgage (herein "Assignor") whose address is 2801 W. Jefferson, Joliet, IL 60435, does hereby grant, sell, assign, transfer and convey, unto FIRST BANKERS MORTGAGE CORP. (herein "Assignee"), whose address is 7503 Bosque Blvd., Waco, TX 76712, a certain Mortgage dated November 24, 1992, and executed by: James K Scanlan and Margaret M Scanlan, His Wife as joint tenants as mortgagor(s), recorded as Document # 92897413, in the office of the Recorder of Cook, County IL, together with the note secured thereby, and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage, the following described property situated in Cook, County IL:

Legal Description: Copied from the original mortgage document and affixed hereto.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on this 3rd day of January, 1997.

First Midwest Mortgage Corporation

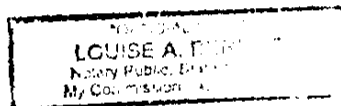
By: *Gary H. Brandes*  
Title: Vice President

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State of Illinois )  
County of Will )

This instrument was acknowledged before me on this 3rd day of January, 1997, by Gary H. Brandes, Vice President of First Midwest Mortgage Corporation.

*Louise A. Brandes*  
Notary



25.50

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This instrument was prepared by:  
FIRST MIDWEST BANK/ILLINOIS, N.A.  
Residential Real Estate Dept.  
220 W. Main Street  
Morris, IL 60450

MAIL

31

73-46940

ILLINOIS

000001 000000

92897413

92897413

FMIC #: 0070013943 INV/CAT: 598 / 001  
INV LN#: 842536892 POOL #: E63571  
MTGR NAME: SCANLAN JAMES K  
SCANLAN MARGARET M  
PROPERTY 15631S NEW ENGLAND A  
ADDRESS: OAK FOREST , IL 60452

BOX 933 - TH

[Space Above This Line For Recording Data]

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on November 24  
1992. The mortgagor is JAMES K. SCANLAN AND MARGARET M. SCANLAN, HIS WIFE, AS JOINT  
TENANTS

FIRST MIDWEST BANK/ILLINOIS, N.A.  
("Borrower"). This Security Instrument is given to FIRST MIDWEST BANK/ILLINOIS, N.A.  
, which is organized and existing under the laws of the United States of America,  
and whose address is 220 W. Main Street Morris, IL 60450 ("Lender"). Borrower owes Lender the

principal sum of One Hundred Eighty Thousand and No/100  
-----  
Dollars (U.S.\$ 180,000.00). (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  
December 1, 2007

. 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 the 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 69 IN BRAMBLEWOOD PHASE ONE BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 18,  
TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PIN # 28 18 304 815  
which has the address of 15631 S. NEW ENGLAND AVENUE OAK FOREST  
-----  
----- (Street) (City)  
Illinois 60452 ("Property Address")  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,  
and 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.

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

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest, Prepayment and Late Charges.** Borrower shall promptly pay when due the 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 Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 1, 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 secured by this Security Instrument.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and 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.

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