

DOOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

(1)

RECORD AND RETURN TO:

CARL I. BROWN AND COMPANY dba ABC MORTGAGE COMPANY OF ILLINOIS  
612 WEST 47TH STREET  
KANSAS CITY, MISSOURI 64112

93 DEC 16 AM 11:40

01  
7/16/93

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

FHA Case No.

131:7305180-734

93-39415

THIS MORTGAGE ("Security Instrument") is made on NOVEMBER 8, 1993. The Mortgagor is RUSSELL J. LOCOCO, SINGLE

228 BROOKSTON, SCHAUMBURG, ILLINOIS 60193 ("Borrower"). This Security Instrument is given to

CARL I. BROWN AND COMPANY dba ABC MORTGAGE COMPANY OF ILLINOIS

which is organized and existing under the laws of THE STATE OF KANSAS, and whose address is, 612 WEST 47TH STREET, KANSAS CITY, MISSOURI 64112 ("Lender"). Borrower owes Lender the principal sum of SEVENTY NINE THOUSAND TWO HUNDRED FIFTY AND 00/100

Dollars (U.S. \$ 79,250.00).

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, NOVEMBER 1, 2023. 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;

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

RECORDING 35.00

MAIL 0.50

# 03038448

07-24-302-016-1292

which has the address of, 228 BROOKSTON, SCHAUMBURG, Illinois 60193 Zip Code ("Property Address");

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VMP MORTGAGE FORMS • (313)293-6100 • (800)621-7281

4R(IL)191031

FHA Illinois Mortgage - 2/91

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Initials \_\_\_\_\_

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35.50

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Third, to integrate the Note; Fourth, to summarize the Note;

### **primaria et ruraria;**

Finally, to the majority insurance companies to be paid by underwriters to the Secretary or to the majority charge by the Secretary instead of the majority insurance premiums to the public by law under the Securities Act.

• Application of Payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

If Barracower's tenures as to Lender are to be validly terminated by him as set out in his Schedule 1, Barracower must pay him all amounts due under the Schedule 1 and pay him all amounts due under the Schedule 2.

As noted in this Security Information, "Security" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Leader must pay a monthly insurance premium to the Secretary, each monthly payment of \$1000 will be paid by the Secretary, except monthly premiums due on the Note.

"If it may please the court that the total of the payments held by Leader for item (ii), (b) and (c), together with the future monthly payments for such items prior to the due dates 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 Leader shall either repay all the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to Leader in full, plus interest at the rate of 12% per annum from the date of payment to the date of the next payment due."

Each amendment for item (a), (b), (c) shall include one-way relief of the same amount, as reasonably estimated by Lender, plus an additional amount sufficient to make up any deficiency of not more than one-half of the estimated amount. The sum of all such amounts shall be called the "Amortization Fund". The Amortization Fund will be used to pay items (a), (b), (c) before they become due and payable.

2. Monopolistic practices and Under Privileges, Barrower shall include in each monopoly payment, assessments levied to the benefit of the Property, (b) leasehold payments or ground rents on the Property, and (c) taxes, surcharges and interest on late charges, an installment of any (a) taxes and special assessments levied to the benefit of the Property, (b) leasehold payments or ground rents on the Property, and (c)

1. Payment of Principle, 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.

**BORROWER COVENANTS** that Borrower shall lawfully keep all the above hereby conveyed secured 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.

**TOGETHER WITH** all the improvements now or hereafter located on the property (and all attachments, fixtures, furniture, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance 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.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulation), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

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11. Borrower Net Profitability: Extension of the term of payment or modification of amortization of the sum secured by his Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successor in interest of Borrower from the obligations of the Note if it is exercised by Lender in its discretion for the benefit of remedy available to it under the Note.

(e) **Worsthorne Riot Inured**, Borrooveritt Street, in which the National Guards were severely injured, and the Rioters were put to flight.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate preforeclosure if not permitted by regulations of the Secretary.

(c) no survivor; if claimants succeed occurs that would permit Leander to receive immediate payment in full, but Leander does not require such payment, Leander does not waive his rights with respect to subsequent events.

(b) Sale Without Credit Approval. Lenders shall, if permitted by applicable law and with the prior approval of the Securitary, require immediate payment in full of all sums received by this Securitry in payment of the principal, interest, fees, charges, expenses, costs and other amounts due hereunder.

(c) All or part of the Property, or a beneficial interest in it or any portion of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and (i) All or part of the Property, or a beneficial interest in it or any portion 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 (iii) The Property is not occupied by the Purchaser but this or her credit has not been approved in accordance with the requirements of the Securitary.

(a) Default. Under any, except as limited by regulations issued by the Secretary in the case of payment defaults, failure to immediately pay all sums accrued by this Security in full of all amounts due under this Security, or  
 (b) Default. Under any, except as limited by regulations issued by the Secretary in the case of payment defaults, failure to immediately pay all sums accrued by this Security in full of all amounts due under this Security, or  
 (c) Borrower defaults by failing to pay in full any monthly payment required by this Security instrument prior to or  
 (d) on the due date of the next monthly payment, or  
 (e) Borrower defaults by failing to pay in full any monthly payment required by this Security instrument contained in this instrument.

#### 9. Grounds for Acceleration of Debt.

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

outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

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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 9.b. 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-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 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 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 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

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 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.

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

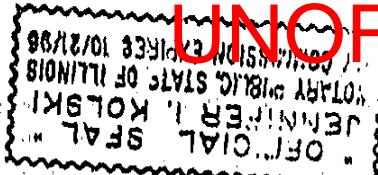
17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited 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.

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NOTARY PUBLIC  
CARL I. BROWN AND COMPANY  
STATE OF ILLINOIS  
NOTARY PUBLIC  
SERIAL NUMBER 07411814  
COMMISSIONED 10/24/96  
EXPIRATION 10/24/98

This instrument was prepared by: CARL I. BROWN AND COMPANY

Notary Public  
Date of  
Signature

10/21/96

My Commission Expires:

Given under my hand and affixed seal, this  
signed and delivered the said instrument is  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
personally known to me to be the same person(s) whose name(s)

RUSSELL J. LOCOCO, SINGLE

of Notary Public in and for said county and who do hereby certify

County as  
All

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

RUSSELL J. LOCOCO

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

20. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the contents of each such rider shall be incorporated into if the rider(s) were a part of this Security Instrument,  
and骑乘条款 of this Security Instrument is if the rider(s) were a part of this Security Instrument.  
Check applicable box(es) [ ]  Condemned Rider  Grandfathered Rider  Growing Equity Rider  
 Other (Specify) \_\_\_\_\_

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FHA Case No.

131:7305180-734

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8TH day of NOVEMBER, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to

CARL J. BROWN AND COMPANY dba ABC MORTGAGE COMPANY OF ILLINOIS ("Lender") at the same date and covering the Property described in the Security Instrument and located at:

228 BROOKSTON, SCHAUMBURG, ILLINOIS 60193

**Property Address**

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

**Name of Condominium Project**

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.

FHA Multistate Condominium Rider - 2/91

DPS 1489

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*Journal of the Royal Society of Medicine*

# County Clerk's Office

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-DORTMUNDER  
(Seal) \_\_\_\_\_

RUSSELL J. LOCOCO  
-Dartmouth  
(Seal) \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Lien Rider.

C. If Borrower does not fully condonse all debts and acknowledge same to when due, then Lender may pay them.  
Any amount(s) dishonored by Lender under this Paragraph C shall become additional debt of Borrower  
accrued by the Securitization Lender. Unless Borrower and Lender agree to other terms of payment,  
these amounts shall bear interest at the date of dishonor in the Note rate and shall be payable  
with interest upon notice from Lender to Borrower regarding payment.

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REPUBLIC TITLE COMPANY, INC.  
1500 W. SHURE DRIVE, SUITE 120, ARLINGTON HEIGHTS, IL 60004

ALTA Commitment  
Schedule A1

File No.: R35578

LEGAL DESCRIPTION:

UNIT NO. 5-11-119-L-B-2 TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT NO. G5-11-119-L-B-2 AS DELINEATED ON A SURVEY OF A PARCEL OF LAND BEING A PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1976, KNOWN AS TRUST NO. 21741, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23863582 AND AS SET FORTH IN THE AMENDMENTS THERETO, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTEnant TO SAID UNIT AS SET FORTH IN SAID DECLARATION IN ACCORDANCE WITH AMENDED DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATION WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY

PERMANENT INDEX NO.: 07-24-302-016-1292

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$$b\delta^2 H_{\text{ext}} = d \ln \left( \frac{d^2 \delta^2 T^2}{4 \pi^2 k_B^2} \right) \frac{1}{\epsilon^2} + \frac{1}{\epsilon^2} \ln \left( \frac{\epsilon^2}{4 \pi^2 k_B^2} \right) - \frac{1}{\epsilon^2} \ln \left( \frac{d^2 \delta^2 T^2}{4 \pi^2 k_B^2} \right) + \frac{1}{\epsilon^2} \ln \left( \frac{d^2 \delta^2 T^2}{4 \pi^2 k_B^2} \right)$$

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