

31666776

3 1 6 5 5 1 7 1

LOAN #: 10489103

AFTER RECORDING RETURN TO:

BancPLUS MORTGAGE CORP.

P.O. Box 47524

San Antonio, Texas 78285-6048

1515

1991 DEC 17 AM 9 32

31666776

OC 270 257
Box 15

[Space Above This Line For Recording Date]

State of Illinois

MORTGAGE

FHA Case No.
131-657130-7-796

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is
DALE E. SMITH, AN UNMARRIED PERSON

DECEMBER 04

.19 91

whose address is 8637 S. MASSASOIT AVENUE
BURBANK, IL 60459

("Borrower"). This Security instrument is given to

BancPLUS Mortgage Corp.

The State of Texas

and whose

which is organized and existing under the laws of
address is 9601 MCALLISTER FREEWAY
SAN ANTONIO, TX 78216

("Lender"). Borrower owes Lender the principal sum of

SEVENTY NINE THOUSAND EIGHT HUNDRED SEVENTY FOUR AND NO/100

Dollars (U.S. \$79,874.00). 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
JANUARY 1, 2022

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:

LOT 33 IN BLOCK 4 IN HIGHLANDS SUBDIVISION OF THE WEST 3/4 OF THE SOUTHEAST 1/4
OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 1926
AS DOCUMENT NO. 9299126, IN COOK COUNTY, ILLINOIS.

Real Estate Tax ID#: 19-32-413-023 Volume: 192

which has the address of 8638 S. MASSASOIT AVENUE, BURBANK
Illinois 60459 [Zip Code]. ("Property Address"):

[Street, City].

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.

BOX 15

31666776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91660276

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 Procedures. 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.

20. 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 a part of this Security Instrument. (Check applicable boxes)

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

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.

Witnesses:

Robin M. Siaro

Dale E. Smith (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

STATE OF ILLINOIS, Cook

County ss:

I, undersigned that DALE E. SMITH, UNMARRIED

is a Notary Public in and for said county and state do hereby certify

subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he is the free and voluntary act, for the uses and purposes herein set forth.

personally known to me to be the same person(s) whose name(s) he

ROBIN M. SIARO
Notary Public in and for the State of Illinois
My Commission Expires 10/15/94

13 day of Dec. 1994
Robin M. Siaro
Notary Public

This instrument was prepared by:

91360776

UNOFFICIAL COPY

Property of Cook County Clerk's Office

07/08/2010