

91220023

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MORTGAGE

FHA Case No. 131:6348251-734

State of Illinois

1991

THIS MORTGAGE ("Security Instrument") is made on APRIL 29  
The Mortgagor is SUSAN A. HENEGHAN, SPINSTER

PLEASE INITIAL  
SAH

whose address is 910 BEAU DRIVE-UNIT 207, DES PLAINES, ILLINOIS 60016

("Borrower")

This Security Instrument is given to UNITED SAVINGS ASSN  
OF THE SOUTHWEST FSB  
laws of UNITED STATES OF AMERICA  
1301 NORTH PASSEWOOD-4TH FLOOR, SCHAUMBURG, ILLINOIS 60173

which is organized and existing under the

and whose address is

("Lender")

Borrower owes Lender the principal sum of  
SIXTY ONE THOUSAND THREE HUNDRED AND 00/100

Dollars (U.S. \$ 61,300.00). 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  
MAY 1, 2021.

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:  
UNIT NUMBER 12-3A IN BRANDENBERRY PARK EAST CONDOMINIUM,  
AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:  
LOT 1 IN UNIT 1, LOT 2 IN UNIT 2, LOT 3 IN UNIT 3 AND LOT 4 IN  
UNIT 4 OF BRANDENBERRY PARK EAST BY ZALE, BEING A SUBDIVISION IN  
THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH  
SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM  
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY,  
ILLINOIS AS DOCUMENT NUMBER 25108489, TOGETHER WITH ITS UNDIVIDED  
PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

ALSO:  
RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL  
ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY

03-21-402-014-1384

which has the address of 1215 WATERMAN-UNIT 3A, ARLINGTON HEIGHTS (Street, City)  
Illinois 60004 (1215 COOK) ("Property Address")

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 for 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 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 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.

Borrower(s) Initials SAH  
VMP 4G (IL) (9001)

91-2022 Cook  
SAH

91220023

116-29  
49059 # G \* - 91-220023  
COOK COUNTY RECORDER

91220023

162A

Borrower(s) Initials S A H

Security Instrument

(iii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this due date of the next monthly payment, or (ii) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the immediate payment in full of all sums secured by this Security Instrument if:

9. GROUNDS FOR ACCELERATION OF DEBT

(A) DEFAULT. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require 8. FEES. Lender may collect fees and charges authorized by the Secretary. 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 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.

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.

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 in bankruptcy, for condemnation or to enforce laws or regulations, then Lender may do and the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), 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.

5. PRESERVATION AND MAINTENANCE OF THE PROPERTY, LEASEHOLDS

indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser. Lender agrees to the merger in writing.

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.

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, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to the first due under the Note; Fourth, to the amortization of the principal of the Note; Fifth, to late charges due under the Note.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

Most Security Instruments issued by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then 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.

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# UNOFFICIAL COPY

## CONDOMINIUM RIDER

9 1 2 2 0 0 2 3

THIS CONDOMINIUM RIDER is made this 29TH day of APRIL, 1991, 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 ("Note") to

UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

("Lender") of the same date and covering the property described in the Security Instrument and located at 1215 WATERMAN-UNIT 3A

ARLINGTON HEIGHTS, ILLINOIS 60004

(Property Address)

The property Address includes a unit in, together with an individual interest in the common elements of, a condominium project known as: BRANDENBERRY PARK EAST

(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 the yearly premium instalments for hazard insurance on the Property, and (ii) Borrower's obligation under this Paragraph 4 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 a 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.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by the Lender under this paragraph C shall become additional debt of Borrowers secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

*Susan A. Heneghan* (SEAL)  
SUSAN A. HENEGHAN Borrower

\_\_\_\_\_  
(SEAL) Borrower

\_\_\_\_\_  
(SEAL) Borrower

\_\_\_\_\_  
(SEAL) Borrower

1220023



19. WAIVER OF HOMESTEAD

Borrower waives all right of homestead exemption in the Property.

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.

ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE

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

17. FORECLOSURE PROCEDURE  
NON-UNIFORM COVENANTS

Borrower and Lender further covenant and agree as follows:

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.

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. Borrower 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.

16. ASSIGNMENT OF RENTS  
Borrower shall be given one executed copy of this Security Instrument

15. BORROWER'S COPY  
Borrower shall be given one executed copy of this Security Instrument

14. GOVERNING LAW, JURISDICTION, 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 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.

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.

12. SUCCESSORS AND ASSIGNED OBLIGATIONS, 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 9b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note 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 term of this Security Instrument or the Note without that Borrower's consent.

11. BORROWER NOT RELEASED; FORFEITURE BY LENDER NOT A WAIVER  
Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. If forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. REINSTATEMENT  
Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (a) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (b) reinstatement will preclude foreclosure on different grounds in the future; or (c) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

(D) REGULATIONS OF HUD SECRETARY  
In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose it not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(C) NO WAIVER  
If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(B) SALE WITHOUT CREDIT APPROVAL  
Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if: (a) All or part of the Property is otherwise transferred (other than by devise, descent by the Borrower, and (ii) The Property is not occupied by the purchaser or grantee as his or her primary residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

91220023

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PLEASE INITIAL  
SAIL

**ACCELERATION CLAUSE.** Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 8 ~~DAYS~~ MONTHS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 8 ~~DAYS~~ MONTHS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the secretary.

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

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Condominium Rider   | <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Other                |

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.

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Susan A. Heneghan* (Seal)  
SUSAN A. HENEGHAN Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
Borrower

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)  
Borrower

91220023

STATE OF ILLINOIS, COOK

County ss:

I, THE UNDERSIGNED,  
certify that SUSAN A. HENEGHAN, SPINSTER

, a Notary Public in and for said county and state do hereby

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of APRIL, 19 91

My Commission expires: 10-2-93  
~~12-30-92~~

*Anthony N. Panzica*  
\_\_\_\_\_  
Notary Public

This Instrument was prepared by: D. DOWNING,  
SCHAUMBURG, IL 60173

OFFICIAL SEAL  
ANTHONY N. PANZICA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10-2-93

RECORD AND RETURN TO: UNITED SAVINGS ASSN OF THE SOUTHWEST FSB  
1301 NORTH BASSWOOD-4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173

MAIL TO