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92425155

PREPARED BY:
GLORIA JERGUSON
SCHAUMBURG, IL. 60173

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

(Space Above This Line For Recording Data)

552581

MORTGAGE

DEPT-01 RECORDING \$31.00
T#2222 TRAN 6703 06/15/92 10:43:00
#5017 #B #-92-425155
COOK COUNTY RECORDER

THIS MORTGAGE (Security Instrument) is given on JULY 22, 1991
MANFRED BAUER, MARRIED TO
GABRIELE BAUER **

The mortgagor is

(Borrower) This Security Instrument is given to
UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

92425155

which is organized and existing under the laws of THE UNITED STATES
address is 1301 NORTH BASSWOOD-4TH FLOOR
SCHAUMBURG, ILLINOIS 60173
Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED
AND 00/100

Dollars (U.S. \$ 136,500.00)
This debt is evidenced by Borrower's note dated the 22nd day of July, 1991, in form of Note (), which provides for
monthly payments with the full debt to be paid on or before and payable on AUGUST 1, 2021.
This Security Instrument secures to Lender 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 2 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 covenants, grants and conveys to Lender the following
described property located in COOK County, Illinois:

LOT 46 IN EUGENIA, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST
1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
12, TOWNSHIP 41 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

**GABRIELE BAUER IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE
OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
09-12-106-009

which has the address of 213 DONALD TERRACE, GLENNVIEW
Illinois 60025 Zip Code (Property Address)

Street, City,

P415

3100

SC-267244

Property of Cook County Clerk's Office

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

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

1. Payment of Principal and Interest; Preparation 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 as due under the Note, and the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) any real estate taxes on property hazard or property insurance premiums; (d) flood insurance premiums; (e) any real estate mortgage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 5, 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 C.F.R. Section 203.203, or any other law, unless another law that applies to the Funds sets a lesser amount. 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. Lender may not charge borrower for holding and applying the Funds, annually and applying the escrow account, or verifying the escrow items. Lender may not charge borrower for holding and applying the Funds, annually and applying the escrow account, or verifying the escrow items, unless Lender has Borrower's consent 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, and 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. If the Funds are pledged as additional security for all sums secured by this Security Instrument, 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.

Lender shall promptly refund to Borrower any funds held by Lender under paragraph 2. Lender shall promptly refund to Borrower any funds held by Lender under paragraph 2. Lender shall promptly refund to Borrower any funds held by Lender under paragraph 2.

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 payment 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; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions all the Property which may attach 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 a legal proceeding, which in the Lender's opinion operates 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 attach 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 30 days of the giving of notice.

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8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-tenth of the yearly mortgage premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will assign and retain the proceeds as a loss reserve in lieu of mortgage insurance. Loss reserve

Any amounts debited by Lender under the paragraph shall become additional debt of loan secured by this Security Instrument. Lender 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.

7. **Protection of Lender's Rights in the Property.** Lender agrees to the merger in writing recorded and the fee title shall not merge unless Lender agrees to the merger in writing. Lender shall not merge with the fee title and the fee title shall not merge unless Lender agrees to the merger in writing. Lender shall not merge with the fee title and the fee title shall not merge unless Lender agrees to the merger in writing. Lender shall not merge with the fee title and the fee title shall not merge unless Lender agrees to the merger in writing.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender's; Borrower's; Occupancy; Preservation; Maintenance and Protection of the Property.** Lender and Borrower agree that the property is to be used for residential purposes only and that the property shall not be used for any other purpose. Lender and Borrower agree that the property is to be used for residential purposes only and that the property shall not be used for any other purpose. Lender and Borrower agree that the property is to be used for residential purposes only and that the property shall not be used for any other purpose.

Lender may collect the insurance proceeds and may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, which shall not be subject to the right of any insurable interest holder to receive the proceeds. Lender and Borrower agree that the insurance carrier has offered to settle a claim, then Property or does not answer within 30 days from the date that the insurance carrier has offered to settle a claim, then repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, which shall not be subject to the right of any insurable interest holder to receive the proceeds. Lender and Borrower agree that the insurance carrier has offered to settle a claim, then Property or does not answer within 30 days from the date that the insurance carrier has offered to settle a claim, then repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, which shall not be subject to the right of any insurable interest holder to receive the proceeds.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard or theft within the term, extended coverage, and any other hazards, including floods or flooding, for which Lender requires, in an amount that shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier for whom the insurance shall be shown by Borrower, subject to Lender's approval which shall not be unreasonably withheld, if Borrower fails to maintain coverage as described above, Lender may, at Lender's option, obtain coverage to protect Lender's interest in the Property in accordance with paragraph 1.

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for 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 successors 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 successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 17. 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. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. 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 other 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.

15. 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

23. Waiver of Homestead, Tenancy, and Right of the Husband and Wife in the Property

22. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

21. Including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Hazardous Substances. Borrower and Lender hereby warrant that the Property is free of hazardous substances...

19. Sale of Note (Change of Loan Servicer). The Note is a partial interest in the Note together with this Security Instrument...

18. Borrower's Right to Reinstale. If Borrower is in default under the Security Instrument, Borrower shall have the right to have reinstated by this Security Instrument without further notice on demand on Borrower...

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or the Property or any interest in it is sold or transferred for a beneficial interest in Borrower...

16. Acceleration. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument...

15. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

14. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

13. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

12. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

11. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

10. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

9. Release of Lien on Property. Borrower has paid all taxes and other obligations on the Property...

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24. Riders to this Security Instrument If one or more riders are executed by Borrower and recorded together with this Security Instrument the covenants and agreements 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 **GABRIELE BAUER IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS (Check applicable boxes)

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V A Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify):
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Rosanne Huston
Witness

Manfred Bauer
MANFRED BAUER/MARRIED TO
GABRIELE BAUER (Seal) Borrower

Rosanne Huston
Witness

(Seal) Borrower
22425255
(Seal) Borrower

Gabriele Bauer
GABRIELE BAUER (Seal) Borrower

STATE OF ILLINOIS, ~~COOK~~ *One Page*

County ss:

The undersigned
county and state do hereby certify that
MANFRED BAUER, MARRIED TO GABRIELE BAUER**

a Notary Public in and for said

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 HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this *22* day of *July*, 1991

My Commission Expires

8-27-94

"OFFICIAL SEAL" Notary Public
Rosanne M. Huston
Notary Public, State of Illinois
My Commission Expires 8/27/94

DPS 1094