

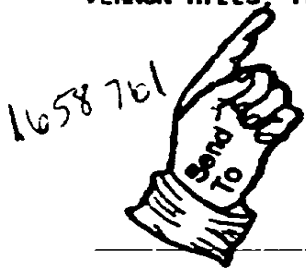
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AFTER RECORDING RETURN TO
BancPLUS Mortgage Corp
935 LAKEVIEW PKWY. #105
VERNON HILLS, IL 60061

LOAN #: 10447871

Volume:

92456700



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MORTGAGE

THIS MORTGAGE (Security Instrument) is given on JUNE 11
19 92. The mortgagor is
LEONID MULLER AND
ELFRIDA MULLER, HUSBAND AND WIFE

"Borrower". This Security Instrument is given to
BancPLUS Mortgage Corp.
which is organized and existing under the laws of the State of Texas
and whose address is
9601 McALLISTER FREEWAY, SAN ANTONIO, TX 78216

Borrower owes Lender the principal sum of
NINETY TWO THOUSAND AND NO/100

U.S. \$ 92,000.00. 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 to be paid earlier, due and payable on
JULY 1, 2022 and for interest at the year rate of 9.125 percent. 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 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:

LOTS 2 AND 3 TAKEN AS A TRACT (EXCEPT THE SOUTH EASTERLY 85.09 FEET THEREOF) AS
MEASURED ON THE NORTH EASTERLY LINE OF SAID LOT 2) IN BLOCK 1 IN SECOND
ADDITION TO THE BRONX, A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF
SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

92456700

Real Estate Tax ID: 10-15-309-076 TAX ID:

which has the address of 9019 N. KEATING AVENUE SKOKIE
"Street" "City"
Illinois 60076 (Property Address)
"Zip Code"

29.50

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 improvements 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.

C. E. J.

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UNIFORM COVENANTS, Borrower and Lender covers, and agrees to pay

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 in a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the note into the fund (or funds) a sum ("Funds") for a year's taxes and assessments which may attach priority over this Security Instrument as well as the Property, its yearly extended payments or ground rents on the Property, if any, its yearly hazard or property insurance premiums, its yearly flood insurance premiums, if any, its yearly mortgage insurance premiums, if any, and if 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 terms are called "Escrow Terms". Lender may at any time collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally insured 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. Section 2607) or the 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 receipts summarized or expenditures of future Escrow Terms or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentally or entity, including Lender, if Lender is such an institution, or in any Federal Reserve Bank. Lender shall apply the Funds to pay the Escrow Terms. Lender may not charge Borrower for holding and applying the Funds, and may, in applying the Funds, and in verifying the Escrow Terms, unless Lender pays Borrower interest on the Funds and applicable law permits, Lender may make a charge, however, Lender may require Borrower to pay a one-time charge for an independent title insurance tax and title policy used by Lender in connection with this loan, unless applicable law provides otherwise. In event 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 shall 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 Fund 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 Terms when due, Lender may, at any time, 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 21 Lender shall acquire title to the Property, Lender, prior to the acquisition of title of the Property, shall apply any Funds held by Lender at the time of acquisition of title 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 a taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument and extended payments or payments of any kind. 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 a copy of all receipts 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, in agreement in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, by contract in good faith the lien by or defends against enforcement of the lien in legal proceedings which Lender may or operate to prevent the enforcement of the lien or to secure 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 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, hazard, included within the term extended coverage, and an other hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, if the restoration or 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, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property, or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

LM. E.J.

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12. Successors and Assigns Bound, Joint and Several Liability, Co-signers. The covenants and agreements in this Security Instrument shall bind and benefit the successors and assigns of the Borrower and the Lender. The covenants and agreements in this Security Instrument shall bind and benefit the successors and assigns of the Lender and the Borrower and the Lender.

11. Borrower Not Released, Forebearance By Lender Not a Waiver. The Lender's forbearance in making any loan or extension of credit to the Borrower shall not constitute a waiver of the Lender's rights under this Security Instrument. The Lender's forbearance in making any loan or extension of credit to the Borrower shall not constitute a waiver of the Lender's rights under this Security Instrument.

10. Condemnation. The proceeds of any condemnation or other taking of all or part of the Property shall be paid to the Borrower. The proceeds of any condemnation or other taking of all or part of the Property shall be paid to the Borrower. The proceeds of any condemnation or other taking of all or part of the Property shall be paid to the Borrower.

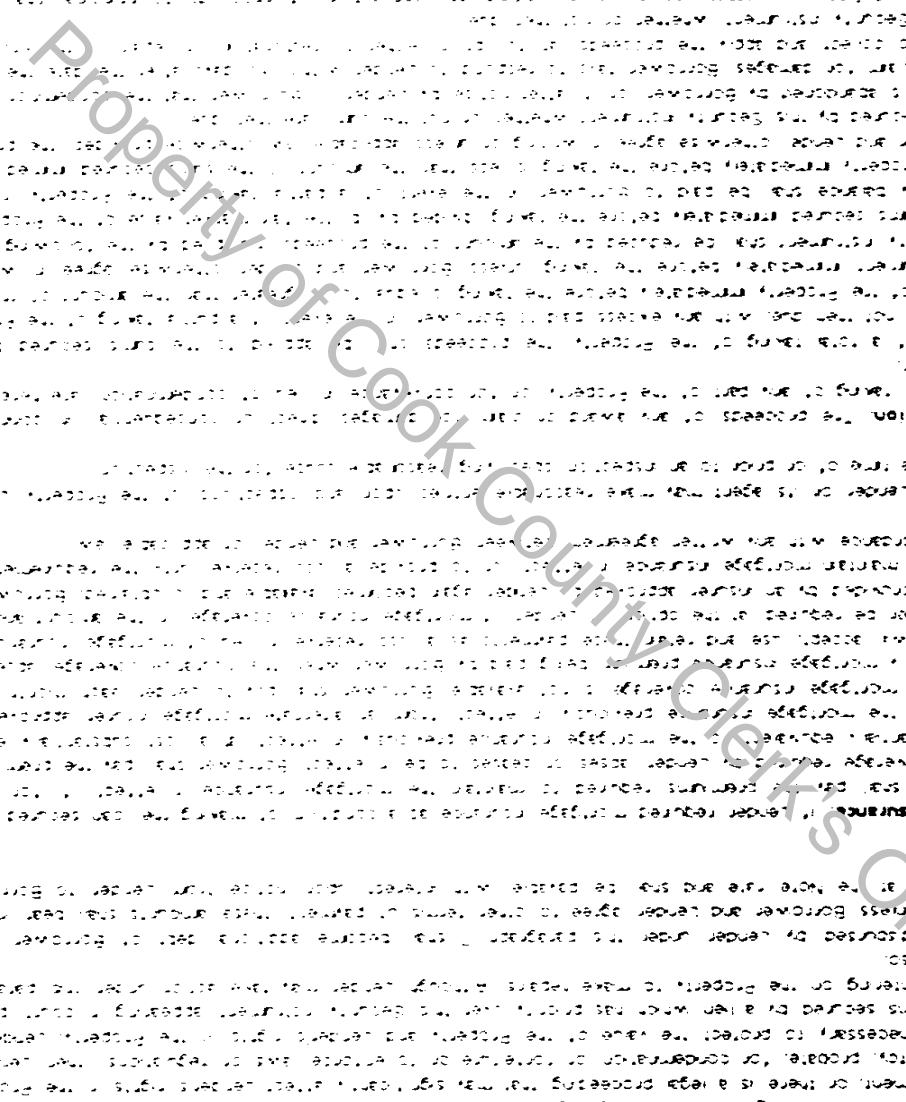
9. Inspection. Lender or its agent may, at any time, inspect the Property and the records of the Property. Lender or its agent may, at any time, inspect the Property and the records of the Property. Lender or its agent may, at any time, inspect the Property and the records of the Property.

8. Mortgage Insurance. Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument. Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument. Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument.

7. Protection of Lender's Rights in the Property. Lender agrees to the merger of this Security Instrument with the mortgage. Lender agrees to the merger of this Security Instrument with the mortgage. Lender agrees to the merger of this Security Instrument with the mortgage.

6. 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 for at least the term of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least the term of this Security Instrument.

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LB38 Rev. 04/91

Form 3014 9/90

21. Acceleration, Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) any other remedies available to Lender.

NON-UNIFORM COMMENTS: BORROWER AND LENDER OTHER THAN REAL ESTATE BORROWER

19. Sale of Note, Change of Loan Servicer. The Note is a debt instrument and the rights, obligations and remedies of the parties hereunder shall be governed by the law of the State of California. The Note is a debt instrument and the rights, obligations and remedies of the parties hereunder shall be governed by the law of the State of California. The Note is a debt instrument and the rights, obligations and remedies of the parties hereunder shall be governed by the law of the State of California.

20. Hazardous Substances. Borrower shall be responsible for the removal, containment, cleanup, and disposal of any hazardous substances, pollutants, or contaminants on the property, including but not limited to asbestos, lead, PCBs, and other hazardous materials.

18. Borrower's Right to Reinstatement. Borrower may reinstate this Security Instrument by paying to Lender the amount of all delinquent payments, interest, and costs, and by bringing the account current. Upon reinstatement, this Security Instrument shall be deemed to have been terminated and a new Security Instrument shall be executed.

17. Transfer of the Property or a Beneficial Interest in Borrower. If the property or a beneficial interest in Borrower is transferred, the transferee shall assume the obligations of Borrower under this Security Instrument. The transferee shall be deemed to have agreed to the terms of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one copy of this Security Instrument. If the Security Instrument is lost, stolen, or destroyed, Borrower shall be deemed to have agreed to the terms of this Security Instrument.

15. Governing Law, Severability. This Security Instrument shall be governed by the law of the State of California. If any provision of this Security Instrument is held to be unenforceable, the remaining provisions shall survive and be enforceable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery to the address set forth in this Security Instrument, or by first class mail addressed to the address set forth in this Security Instrument.

13. Loan Charges. The loan secured by this Security Instrument shall be subject to the terms, conditions, and charges set forth in the promissory note. Borrower shall be deemed to have agreed to the terms, conditions, and charges set forth in the promissory note.

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Handwritten initials/signature

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that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

23. Waiver of Homestead. Borrower waives a right of homestead exemption in the Property.

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> First Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

Severin Muller
SEVERIN MULLER Sea 4/28/92

Elfrieda Muller
ELFRIDA MULLER Sea 4/28/92

Sea 4/28/92

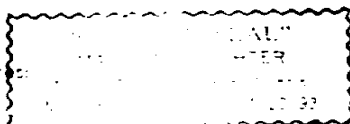
Sea 4/28/92

STATE OF ILLINOIS }
COUNTY OF Cook }

I, the undersigned, a Notary Public in and for the County and State aforesaid, Do hereby Certify that *Severin Muller and Elfrieda Muller* and *Severin Muller and Elfrieda Muller* are the same persons whose names and subscribed to the foregoing instrument appearing before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this 11th

day of June 1992



Wendy Suhlning
Notary Public

This Instrument was prepared by WENDY SUHLING of BancPLUS Mortgage Corp.

Property of Cook County Clerk's Office

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