

UNOFFICIAL COPY

CMIL
00656915

RETURN TO:
UNITED SAVINGS ASSN OF TEXAS FSB DBA
COMMONWEALTH-UNITED MTG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

92456843

92456843

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE Security Instrument is given on JUNE 12TH, 1992
The mortgagor is MICHAEL T. CRONIN AND CYNTHIA CRONIN, HIS WIFE

UNITED SAVINGS ASSN OF TEXAS FSB
which is organized and existing under the laws of UNITED STATES
3200 SOUTHWEST FREEWAY #2000, HOUSTON, TEXAS 77027

Lender (Borrower) This Security Instrument is given to
NINETY THOUSAND FIVE HUNDRED AND 00/100
Dollars U.S.S. 90500.00 Lender 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
JULY 1ST, 1999. 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 safety 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 LEGAL DESCRIPTION
PIN: 22-23-207-006

92456843

DEPT-01 RECORDING \$35.50
T#5555 TRAN 6303 06/24/92 13:11:00
#7238 # *-92-456843
COOK COUNTY RECORDER

which has the address of 11480 BELL RD

Illinois

60439
(Zip Code)

(Property Address)

LEMONT

ILLINOIS Single Family Fannie Mae Freddie Mac UNIFORM INSTRUMENT
ITEM 1875 9202

Form 3014-9-90 - page 1 of 16 pages
1992 Illinois Business Forms Inc. ■
1-800-525-5330 • FAX 616-791-4131

UNOFFICIAL COPY

Form 3014 9/90 - Page 5 of 6 pages

7301 N. BASSWOOD, 4TH FLOOR
"OFFICIAL SEAL"
Cathy Wyatt
My Commission Expires 5/21/95

Address:
Name:
This instrument was prepared by
JACQUELINE BUSH

Name: Paul

Cathy Wyatt

Paul, 1992

My Commission Expires:

Given under my hand and official seal this

forth

and delivered the said instrument to **THEIR** tree and voluntary act, for such uses and purposes herein set

subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **THEY** signed

personally known to me to be the same persons whose names are

do hereby certify that **MICHAEL T. CRONIN AND CYNTHIA CRONIN , HIS WIFE**

a Notary Public in and for said county and state.

County of

10/11

STATE OF ILLINOIS.

the undersigned

Borrower
(Seal)

CYNTHIA CRONIN

Witness
(Seal)

Borrower
(Seal)

MICHAEL T. CRONIN

Witness
(Seal)

Witness

Witness

Witness

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this Security Instrument and in any addenda executed by Borrower and recorded with it.

Others (specify)

Adjustable Rate Rider

Condominium Rider

Balloon Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

1-4 Family Rider

Rate Improvement Rider

Second Home Rider

(Check applicable boxes)

This Security Instrument, the cosignants and agreeements of this Security Instrument as if the rider(s) were a part of this Security Instrument and supplemental to the cosignants and agreeements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument and agreeements and shall be recorded together with this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

UNOFFICIAL COPY

1 2 3 4 5 6

applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchallenged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note, together with this Security Instrument, may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer related to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not cause or allow anyone else to do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of ordinary quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, Environmental Law means federal laws and laws of the jurisdiction where the Property is located that relate to the air, safety or environmental protection.

NON UNIFORM COVENANTS. Borrower and Lender shall not be bound by any covenants set forth as follows:

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) 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 all recording costs.

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

92456813

UNOFFICIAL COPY

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower has paid all principal and interest due under this Note and the terms of this Note have been satisfied.

4. (Charges) Liens. Borrower shall pay all taxes, assessments, charges, fines and improvements intangible to the property which at any time prior to the sale of such property over this instrument, and leasedhold payments of ground rent, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that amount, Borrower shall pay them off before the date specified in the payment schedule provided in paragraph 2, or if not paid in full by this date, Borrower shall pay the balance due on the principal sum of this instrument, and interest thereon from the date of maturity to the date of payment, plus interest on the unpaid balance at the rate of six percent per annum, until paid in full.

3. Application of Fixments

Funds held by Lender in under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum received by this Securitization.

In this funds held by Leader shall exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Leader is less than the sum required to pay the expenses necessary to make up the deficiency, Leader shall pay to Borrower the amount necessary to make up the deficiency.

The funds shall be held in trust in accordance with the terms and conditions of the federal agency instrumentality, or entity and funding limitations. Leader is subject to holding and applying the funds, similarly designating the funds to pay the expenses of the Bureau. Leader may not charge the Bureau for services rendered by persons other than those leaders who have been appointed by the Bureau to perform such services. However, Leader may require payment of a one-time charge for an independent contractor to render services such as a charge. Leader is responsible for the funds and applicable law permits Leader to make such a charge. Leader is responsible for the funds and applicable law permits Leader to require the Bureau to pay a fee to a service provider which has been engaged by Leader to provide services to the Bureau. Leader is responsible for the funds and applicable law permits Leader to require the Bureau to pay a fee to a service provider which has been engaged by Leader to provide services to the Bureau. Leader is responsible for the funds and applicable law permits Leader to require the Bureau to pay a fee to a service provider which has been engaged by Leader to provide services to the Bureau.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay in taxes and assessments which may attach prior to the Note until the Note is paid in full, a sum ("Funds") for (a) yearly premiums of ground rents on the Property, if any; (b) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums; and (d) yearly insurance premiums over this Security instrument as a lien on the Property; (e) yearly leasehold premiums of ground rents on the Property, if any; (f) yearly monthly payments due under the Note; and (g) yearly premiums of expenses of collection of funds due on the basis of current day and reasonable estimates of expenditures of administration of the business or otherwise as aforesaid plus interest at a rate of 12% per annum.

CUSTODIAL COUPONS, Borrower and Lender each shall and agree as follows:

• [View Details](#) | [Edit](#) | [Delete](#) | [Print](#) | [Email](#) | [Share](#) | [Report](#)

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

BORROWER COVENANTS shall Borrower is lawfully issued of the exclusive jurisdiction of the state of New York.

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 Agreement.

UNOFFICIAL COPY

8. Mortgage Insurance: If Lenders require such fees the premium of which is to be paid by the Borrower to the insurance company for insurance coverage of the principal amount of the loan plus interest thereon, the amount of which is to be determined by the insurance company.

Any anomalies detected under this procedure shall receive additional due if Botowner issued by this
order and satisfy any other requirements of law.

7. Protection of Lenders' Rights in the Property. It is important that the documents and agreements contained in this Security Instrument be a legal proceeding that may significantly affect Lenders' rights in the property, particularly if there is a large amount of money involved.

6. **Decapacitance, Valmiterance and Protection of the Property**: **Law Applicable to Protection of the Property**: The exceptionality of this Section and the fact that it purports to provide for certain rights and duties in respect of the property of the Government and shall commence to apply to the property of the Government from the date of commencement of the Constitution of India, shall not be liable to any action or suit or proceeding for any damage or loss caused by any act or omission of any person in respect of such property.

Line 1 under and **Borrower** otherwise agree in writing to pay back shall not exceed one-half the amount of principal plus interest due for the first six months.

All instruments positive and negative should be weighed before being placed in a standard temperature chamber. Under

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. It shall also be Lender's right to change coverage described above, provided that Lender may, at Lender's option, obtain coverage for Lender's interest in the Project as set forth in a supplemental agreement.

UNOFFICIAL COPY

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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

UNOFFICIAL COPY

LOT 19 IN ARCHER GARDENS, A SUBDIVISION OF PART OF THE EAST
1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT THEREOF RECORDED MARCH 2, 1948 AS DOCUMENT
14263098, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

92456813

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92456813

UNOFFICIAL COPY

BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 12TH day of JUNE, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to UNITED SAVINGS ASSN OF TEXAS FSB (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

11480 BELL RD., LEMONT, ILLINOIS, 60439

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of JULY 20, 2022, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

92456543

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

(Seal)
Borrower

Michael T. Cronin

..... (Seal)
Borrower

(Seal)
Borrower

Cynthia Cronin

..... (Seal)
Borrower
CYNTHIA CRONIN

(See Original Only)