

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

FMTI
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DEPT-01 RECORDING \$33.50
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COOK COUNTY RECORDER

FHA MORTGAGE

STATE OF ILLINOIS

FHA CASE NO.
131-6773590
734

This Mortgage ("Security Instrument") is given on JUNE 25TH, 1992
The Mortgagor is ANDREW B. NOWAK, A BACHELOR.

whose address is 230 NANTUCKET HARBOR, SCHAUMBURG, ILLINOIS 60193

(("Borrower")). This Security Instrument is given to
UNITED SAVINGS ASSN OF TEXAS FSB

which is organized and existing under the laws of UNITED STATES , and whose
address is 3800 SOUTHWEST FREEWAY, #8000, HOUSTON, TEXAS 77027

("Lender"). Borrower owes Lender the principal sum of
SEVENTY SEVEN THOUSAND AND 00/100

Dollars (U.S. \$ 77,000.00).
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, if not paid earlier, due and payable on JULY 1ST, 2022 .
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

TAX I.D.# 07-26-055-1205
which has the address of 230 NANTUCKET HARBOR
[Street]
Illinois 60193
[Zip Code]

SCHAUMBURG
[City]

("Property Address");

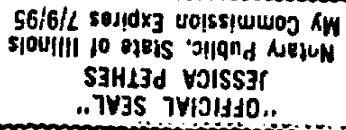
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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.

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(Page 4 of 4 Pages)



CHRISTINE SCHMID
1301 N. BASSWOOD, 4TH FLOOR
(Name) SCHAUER, IL 60173
(Address)

This instrument was prepared by:

My Commission expires:

Given under my hand and official seal, this 25 day of June, 1995.

At forth,

Witnessed and delivered the said instrument at HHS

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE personally known to me to be the same person(s) whose name(s)

do hereby certify that ANDREW S. NOWAK, A BRONFMAN.

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

County of Cook

1. THE UNDERSIGNED

STATE OF ILLINOIS,

(Seal) Commissioner

006483527

FMT

NON-UNIFORM COVRNANTS. Bronfman and Lender further covenant and agree as follows:

17. **Perpetual Precedence.** If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security instrument by judicial proceeding, and any other remedies provided by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of little evidence.

18. **Release.** Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Bronfman. Bronfman will have all right of homestead exemption in the Property.

19. **Waiver of Homestead.** Bronfman waives all right of homestead exemption in the Property.

Securant and grantee of each such rider shall be incorporated into and shall amend and supplement the Security instrument in a part of this Security instrument.

Instrument and (or) rider(s) executed by Bronfman and recorded with it.

BY CHRISTINE SCHMID, Notary Public, State of Illinois, who has read and understood this instrument and (or) rider(s) executed by Bronfman and agrees to the terms contained in pages 1 through 4 of this Security instrument and (or) rider(s).

Other (Specify) ADJUSTABLE RATE RIDER

Condominium Rider Grandfathered Pyramid Rider Growing Equity Rider

Planned Unit Development Rider

(Check applicable box(es)).

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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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

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 immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(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:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal 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.

(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.

(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 if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 8 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 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.

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 properly 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: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance 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 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 9.b. 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. Noticees. 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 will 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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Classmate

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. Theee debt shall be immediately due and payable.

coercements and aggressions committed in this Security Instrument in the foregoing manner, in any manner, by any person or persons, or by any other means, shall render the Lender's rights in the underlying instrument null and void, and shall entitle the Lender to all the remedies available to him under the underlying instrument.

If Borrower fails to make scheduled payments of the principal or interest, Lender may declare the entire debt immediately due and payable. If Borrower fails to make scheduled payments of the principal or interest, Lender may declare the entire debt immediately due and payable.

be merged unless Leander agrees to the merger in writing.

Property is a market or demander of information or inaccurate property. Borrower shall also be in default if Lender's reasonable action to provide Lender with any material information or statement of inaccurate property.

The Property of all members of any **extending circumstances** exists which are beyond the boundaries of their **Borrower** or **Lender**. Borrower may at any time **destroy**, damage or **substantially change** the **Property** or **allow the Property** to **detereiorate**, **reassimilate** wear and tear excepted. Lender may at any time **recover** the **Property** in the event of **extending circumstances**.

for at least one year after the date of occupancy, unless the Secretary determines and shall continue to occupy the Property as Borrower's principal residence within thirty days thereafter.

In the event of an infringement of his security interest or other interests in the property, the lessor may sue for damages or injunctions. The lessee is liable for damage caused by his own fault. The lessor may terminate the lease if the lessee fails to pay rent or other amounts due under the lease agreement, or if the lessee violates the lease agreement in a manner that endangers the property or causes significant damage to it. The lessor may also terminate the lease if the lessee uses the property for illegal purposes or if the lessee fails to comply with applicable laws or regulations.

excess balance payable which are remitted to us in paragraph 2, or change the amount of such payments. Any excess balance payable which are remitted to us in paragraph 2, or change the amount of such payments. Any instrument shall be paid to the entity legally entitled thereto.

letter to the damaged property, Any application of the principles set out above in respect of the amounts paid under (a) to the reconstruction or replacement of the damaged property, and then to the payment of principal shall not exceed (b) to the payment of principal, or (c) to the payment of principal, or (d) to the payment of principal, or (e) to the payment of principal, or (f) to the payment of principal, or (g) to the payment of principal, or (h) to the payment of principal, or (i) to the payment of principal, or (j) to the payment of principal, or (k) to the payment of principal, or (l) to the payment of principal, or (m) to the payment of principal, or (n) to the payment of principal, or (o) to the payment of principal, or (p) to the payment of principal, or (q) to the payment of principal, or (r) to the payment of principal, or (s) to the payment of principal, or (t) to the payment of principal, or (u) to the payment of principal, or (v) to the payment of principal, or (w) to the payment of principal, or (x) to the payment of principal, or (y) to the payment of principal, or (z) to the payment of principal.

In the event of losses, bondholders can gain a hedge by lending their money to Lender and to Borrower instead of to Leender directly. All of any part of the financial proceeds may be made promptly by Borrower.

police and any reasonable expenses incurred by the sender and shall include loss payable claim in favor of, and in a form acceptable to, Lender.

the requirements of the law. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in whole or in part, without the prior written permission of the publisher.

4. **Free, Fixed and Other Hazard Insurance.** Borrower shall make all improvements on the Property, whether now or hereafter made, which are required by law or by the terms of the Note, to insure the Note.

INQUIRIES concerning our publications and services may be addressed to the Secretary, American Association for the Advancement of Science, 1515 Massachusetts Avenue, N.W., Washington, D.C. 20005.

FIRST. To the mortgagee in due course of law to be paid by his lender to the Securitry or to the monitory charge by the Securitry in case of non-payment of the principal sum or interest or premium.

excessive funds shall be borrowed. In immediate future, all payments under Part A of the Scheme will be balanced by the amounts due under Part B of the Scheme for all instruments under Part A and Part B of the Scheme as follows:

If Burmese were *unseen* or to lenders the full payment of all sums secured by this Security instrument, Borrower's account shall be settled, with the balance due and unpaid being paid over to the Securitier, and (b) and (c) and (d) notwithstanding any provision to the contrary contained in any other instrument, document or agreement between the parties hereto, shall not be construed as limiting the rights of the Securitier to sue for the amount of the principal sum and interest due and unpaid under this instrument.

full annual premium will be paid by the Society prior to the date the full annual mortgage insurance premium is paid by the Society.

Securitization, or (ii) a monthly change in all or part of the underlying mortgage principal if the Security instrument is held by the issuer.

make up the difference on or before the due date the item." means the Secretary of Housing and Urban Development or his or her delegatee. In any year in which the Undersecretary pays a morale incentive premium to the Secretary, each monthly payment made by the Secretary on or before the due date the item.

payments to subsequent beneficiaries by Borrower, at the option of Lender may terminate unless otherwise agreed by the parties hereto.

If it is truly true that the total of the payables held by Lender for item (a), (b) and (c), together with the future amounts payable to pay such items, exceeds by more than one-half the Note current, then Lender

(c) before they become delinquent.

Each monthly measurement for items (a), (b) and (c) shall equal one-tenth of the annual amount, as reasonably demanded by Lender, plus an amount sufficient to maintain an additional balance of not more than one-tenth of the principal for the remaining period.

2. *Secondary* which has principal and interest as its form, secondary and tertiary charges.

1. **Any person or persons, whatever their race, colour, or class, bornwater shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.**

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PARCEL 1: UNIT 1101 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN NANTUCKET COVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22957844, AS AMENDED, IN PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS APPURTEnant TO AND FOR THE USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 22957843 AND AS CREATED BY DEED DOCUMENT NO. 23843291, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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92487662

Adjustable Race Rider.

Bomwacker (Scell) _____ **Bomwacker** (Scell) _____

Signature _____ **Signature** _____

(ANDREW B. NOWAK) **Bomhower** **Bomhower**
(Sect.) **(Sect.)** **(Sect.)**

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A new incentive date of change will become effective on the 25th day after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs during each month. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs during each month. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs during each month. A new incentive date of change will become effective on the 25th day after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs during each month.

NAME
CO648527

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00648587

FHA MULTISTATE ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **25TH** day of **JUNE, 1992** 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 TEXAS FSB

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

230 NANTUCKET HARBOR, SCHAUMBURG, ILLINOIS 60193

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of **OCTOBER 1ST, 1993**, and that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND ONE-HALF** percentage

points (**+2.500 %**) to the current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.