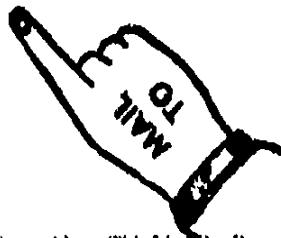


# UNOFFICIAL COPY

CMIL  
00657049

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



92514334

[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JULY 2ND, 1992**  
The mortgagor is **DAVID M. LOCKARD AND MARTHA B. LOCKARD, HIS WIFE**

("Borrower"). This Security Instrument is given to

**UNITED SAVINGS ASSN OF TEXAS FSB**  
which is organized and existing under the laws of **UNITED STATES**  
**3800 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**

("Lender"). Borrower owes Lender the principal sum of

**EIGHTY THOUSAND AND 00/100**  
Dollars (U.S. \$ **80000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on **AUGUST 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 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:

**SEE ATTACHED LEGAL DESCRIPTION**

PIN: **06-35-115-004**

• DEPT 101 1000 0000 1000 1000 1000 1000 1000 1000 1000 1000 1000  
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which has the address of **125 N CHASE AVE**  
(Street)

Illinois **60103** (**Zip Code**) **(Property Address)**

**BARTLETT**

**b3**

**ILLINOIS** Single Family - Fannie Mae/Freddie Mac **UNIFORM INSTRUMENT**  
ITEM 1070 (8202)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■  
To Order Call: 1-800-830-0303 17 PAA 618-701-1131

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Form 3014-9/70 (page 2 of 6 pages)

blocks or flooding for which Lender retains insurance. This insurance shall be maintained in the amounts and for the property insured against loss by fire, hazards included within the term "extinguished coverage", and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

one or more of the actions set forth above within 10 days of the giving of notice.

over this Security instrument, Lender may give Borrower a notice terminating the lease. Borrower shall satisfy the lessor or lessee over this Security instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to the enforcement of the lien, or (c) securites from the holder of the lien in agreement satisfactory to Lender subordinating the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contemporaneously good faith the property which may arise out of the application of the (a) affreces

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) affreces

the payments, (b) affreces the person makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this paragraph, (c) affreces to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under time directly to the person owed payment, Paragraph 2, or if not paid in full manner, Borrower shall pay them on behalf pay those obligations in the manner provided in Paragraph 2, or if not paid in full manner, Borrower shall pay them on behalf of the property owner who has Security instrument, and immediately payments of ground rents, if any. Borrower

property which may attain priority over this Security instrument, charges, fines and liquidated damages attributable to the

4. Charges: Lessor, Borrower shall pay all taxes, to any like charges due under the Note.

Paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 third, to interest due; and last, to any like charges due under the Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

accordance with this Security instrument.

sale of the Property, shall apply any funds held by Lender in the time of acquisition of a like as credit against the sum Funds held by Lender. If, under Paragraph 2, Lender shall require or sell the Property, Lender, prior to the acquisition of

Funds held by Lender in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

excess of the funds held by Lender in excess of monthly payments, if Lender's sole discretion.

Lender shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

Borrower at any time is not sufficient to pay the requirements of applicable law. If the amount of the funds held by

Borrower for the excess funds in accordance with the requirements of applicable law, Lender shall provide by

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

this Security instrument.

purpose for which each debt to the funds was made. The funds are pledged as additional security for all sums secured by such case Borrower, without charge, in annual account, showing credits and debits to the funds and the shall give to the funds. Borrower and Lender may agree to writing, however, that interest shall be paid on the funds. Lender carriages on the funds. Borrower and Lender shall not be required to pay Borrower any interest or agreement is made of applicable law requires interest to be paid, Lender shall not be liable for any reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless in case of verifying the borrow items, unless Lender pays Borrower interest on the funds and annually multiplying the accrual amount, or verifying the borrow items, Lender may not charge Borrower and applying the funds, annually multiplying the accrual

including Lender, if Lender is such as to facilitate or in any Federal Home Loan Bank, Lender shall apply the funds to buy

The funds shall be held by Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity

equivalents of expenditures of funds, borrow items or otherwise in accordance with applicable law.

excess of the lesser amount, Lender may estimate the amount of funds due on the basis of current data and reasonable law that applies to the funds, as a lesser amount, if so, Lender may, at any time, 12 U.S.C. § 2601 et seq., ("RHSFA"), unless another federal Regulation Period as Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., ("RHSFA"), unless another amount a Lender for a period of time may require for Borrower account under the federal Regulation Period called "borrow items". Lender may, at any time, collect and hold funds in an amount not to exceed the maximum items are called "borrow items". Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender in accordance with the provisions of Paragraph 2, in lieu of the payment of mortgage premiums, Lender, in accordance with the provisions of Paragraph 2, in lieu of the payment of mortgage premiums, if any, and (c) any sums payable by Borrower to him under the note, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to him under the note, if any, (e) yearly property taxes on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums or ground rents on the Property, if any, (e) yearly maintenance premiums, if any, and (f) any sums payable by Borrower to him under the note, if any, (g) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the funds ("funds"), for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("funds") for: (b) yearly

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment by Lender.

1. Payment of Principal and Interest: Prepayment and Late Charge. Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT combines covenants for mutual use and non-contingent real property.

timed variations by jurisdiction to constitute a uniform security instrument covering real property.

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to instrument. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and additions shall be covered by improvements now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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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 Relaxed; 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 sum 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

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Single family - Family Residential Use (INSTRUMENT) - Section 1 (overleaf) 9/90 (page 1 of 6 pages)

**9. Inspection:** Landlord or his agent may make reasonable entries upon and inspections of the Property. Landlord shall give Broker notice at the time of or prior to inspection specifying reasonable cause for the inspection.

Any amounts disbursed by Lender under this paragraph <sup>7</sup> shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts, shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

unless Landlord and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraphs 2 of the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument immediately prior to the acquisition.

Unless Landlord 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 not economically feasible or Landlord and Tenant's security is not lessened. If the restoration or repair is not economically feasible or Landlord's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender and Borrower shall make proof of loss if not made promptly by Borrower.

provided which shall not be unreasonably withheld. The insurance carrier providing the insurance shall be chosen by Borrower subject to lender's periods that lender requires.

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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. Those 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 unchanged. 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 unrelated 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 Substances on or in the Property. Borrower shall not do, nor 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 small 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 substance: 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 health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree 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 any recordation costs.

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

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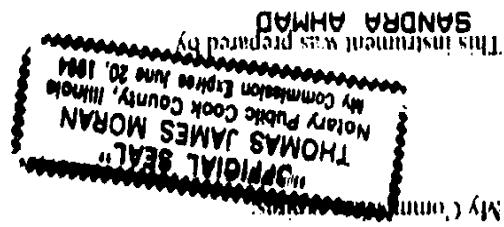
Form 3014-9790 (Page 6 of 6 pages)

1301 N. BASSWOOD, 4TH FLOOR, SCHAUERBURG, IL 60173

(Address)  
(Name)

Nority Public  
Notary Public

July 1, 1992



Given under my hand and official seal, this  
forth.

and delivered the said instrument as THEIR free and voluntary act, for the 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 person(s) whose name(s) ARE

do hereby certify that DAVID M. LOCKARD AND MARTHA B. LOCKARD, HIS WIFE  
a Notary Public in and for said county and state,  
1. *Thomas James Moran* (Signature)  
County ss:

STATE OF ILLINOIS,

(Date)

Witness  
MARTHA B. LOCKARD (Signature)  
Notarized  
(Seal)

Witness  
DAVID M. LOCKARD (Signature)  
Notarized  
(Seal)

Witness  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this  
Security instrument and in any rider(s) executed by Borrower and recorded with it.  
Supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

Other(s) (Specify)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 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"/> Rule Improvement Rider         | <input type="checkbox"/> Second Home Rider      |

(Check applicable box(es))

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.

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LOT 4 IN BLOCK 2 IN ARTHUR R. LEVINE'S ADDITION TO THE  
VILLAGE OF BARTLETT, A SUBDIVISION OF PART OF THE NORTHWEST  
1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED FEBRUARY 14, 1957 AS DOCUMENT 16825886, IN COOK  
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office  
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