

# UNOFFICIAL COPY

CMIL  
00339413

RETURN TO:

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

1992 JUL 21 PM 12:29

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31/60  
31/31

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 16TH, 1992  
The mortgagor is WILLIAM R. BONOW AND CHERYL A. BONOW, HIS WIFE

UNITED SAVINGS ASSN OF TEXAS FSB ("Borrower"). This Security Instrument is given to  
which is organized and existing under the laws of UNITED STATES , and whose address is  
5200 SOUTHWEST FREEWAY #2000, HOUSTON, TEXAS 77027

FIFTY TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 52250.00). 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 AUGUST 1ST, 2007 . 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# 28-30-PL3-025

LOT 12 IN BLOCK 18 IN RESUBDIVISION OF PART OF PARKSIDE, BEING A SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE SOUTH 330 FEET OF THE WEST 330 FEET THEREOF) OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1949, AS DOCUMENT 14587876, IN COOK COUNTY, ILLINOIS.

which has the address of 16251 FOREST VIEW DRIVE  
(Street)

TINLEY PARK  
(City)

Illinois 60477 ("Property Address")  
(Zip Code)

ILLINOIS Single Family Family Mac/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1076 (9262)

Form 3014-990 (page 1 of 6 pages)

Great Lakes Business Forms Inc. ■  
In Order Call 1-800-333-8993 FAX 616-791-1191

Box 15

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Form 301A 9/90 (Page 6 of 6 pages)

(Address)

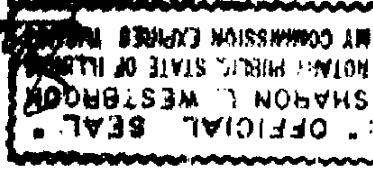
1301 N. BASSWOOD, 4TH FLOOR, BCHAUMBURG, IL 60173

(Name)

This instrument was prepared by  
ELNA JAVETTE

Notary Public

J. Wettke



Given under my hand and official seal this 16 day of July, 1991.

forth,

and delivered the said instrument to 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 affixed

ARE personally known to me to be the same persons (whose names) ARE

do hereby certify that WILLIAM R. BONOW AND CHERYL BONOW, HIS WIFE

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

County of

STATE OF ILLINOIS.

Notary  
(Seal)

Notary  
(Seal)

Notary  
(Seal)

Notary  
(Seal)

CHERYL R. BONOW

WILLIAM R. BONOW

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 rider(s) executed by Lender and recorded with it.

Other(s) (specify)

- Adjustable Rate Rider
- Coadjustable Rider
- 1-4 Family Rider
- Creditline Rider
- Second Unit Development Rider
- Biweekly Payment Rider
- Biweekly Development Rider
- balloon Rider

(Check applicable box(es))

Supplement the covernote and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
This Security Instrument, the covernote and agreement of each such rider shall be incorporated into and shall amend and  
supplement to the Security Instrument, the covernote and agreement of each such rider which will be recorded together with

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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 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 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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**5. Hazard of Property Damage:** Bottower shall keep the improvements now existing or hereafter erected on the lots or parts of lots in the same condition as they were at the time of the sale, except as otherwise provided.

Borrower shall promptly disclose any interest which has accrued by the date of the original instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the instrument acceptable to Lender; (b) consents in good faith to the acceleration of the instrument or the manner acceptable to Lender; (c) secures from the holder of the instrument a legal proceeding which in the lender's opinion is adequate to prevent the lender by, or defrauds against enforcement of the instrument in the lender's opinion to prevent the lender's right to take over the instrument under any law.

4. **Chargers:** Likewise, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may legally accrue over this Security Instrument, and each and every payment made by Borrower under this paragraph shall pay directly to the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them out of his/her earnings in the same proportion as the amounts received by him/her from Borrower.

3. Application of Fujiwara. Unless applicable law provides otherwise, all payments received by Tenmei under secured by this security instrument.

Urgent payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any deficiency in the amount payable monthly payments, or lender's sole discretion.

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 theorrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, (a) sum ("Funds") for: (a) yearly leasehold payments or accrued rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums which may affect the Security Instrument as a lien on the Property; (b) yearly leasehold payments to account with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Liabilities". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount required for a reasonably reliable mortgage loan my require for Borrowers' account under the general Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise provided in the Funder's Note or otherwise in accordance with applicable law.

1. **Principle of Prudent and Interrelated Trading Power and Legal Challenges.** Hornower shall promptly pay when due the principal of and interest on the debt evidenced by the Notes and any prepayment and late charges due under the Note.

**UNIFORM COVENANTS.** Homeowner and Landowner covenants and agreements as follows:

**THIS SECURITY INSTRUMENT** combines modern conveniences for national use and non-national conveniences with limited variations by jurisdiction to constitute a reliable instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully entitled to use the entire hereby conveyed and has the right to any moneys, sums and costs and expenses and that the Property is unencumbered, except for encumbrances of record.

and features now or hereafter a part of the newspaper. All advertisements and editorials shall also be covered by this Security instrument, all of the foregoing is referred to in this Security instrument as the "Property".

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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 policies 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.

**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 within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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**If Borrower's Right to Remand.** If Borrower meets certain conditions, Borrower shall have the right to have cancellation of this Security Interest if any time prior to the earlier of: (a) 5 days (or such other period as

If Landers exercises this option, Landers shall give Borrower notice of acceleration. The notice shall provide a period of 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, Landers may invoke any remedy available to this Security instrument under applicable law or demand of foreclosure.

17. Transferee of the Property or a Beneficial Interests in Borrower, if at 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) whether consigned, transfer may, at his option, require immediate payment in full of all sums secured by such security instrument, however, his option shall not be exercised by Lender if exercise is prohibited by law or if

16. Borrower's copy. Borrower shall be given one conformal copy of the Note and of this Security instrument.

13. Notice. Any notice to Borrower provided for in this Deed of trust instrument shall be given by delivery in or by mail unless applicable law requires use of another method. The notice shall be directed to the Property and to Lender's address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address designated 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 instrument.

[3]. **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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any unused collection of principal owed under this Note or by making a prepayment to Borrower, Lender may choose to make this refund by reducing the principal owed under this 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 requirement to state the Note.

12. Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, the coverings and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower; Lessor; lessee; lessor and lessee of Lender and Borrower; Lessor and lessee of this Security Instrument; and any other Borrower may agree to pay the sums of make any accommodations with regard to the terms of this Security Instrument or the Note without first Borrower's consent.

11. Borrower shall not materially alter or terminate the Security Instrument granted by Lender to any successor in interest without written notice to Lender at least 30 days prior to the date of such change.

Details of transfer and borrowing otherwise agree in writing, any application of proceeds to principal shall not exceed or summ exceeding 95% of such account.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offices 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

otherwise provides, the proceeds shall be applied to the sum so paid by his secretary, treasurer or other such officer due.

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 shall be reduced by the amount of the proceeds multipled by the following fractions: (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.

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.