

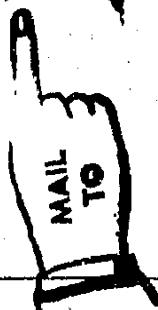
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CMIL
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RETURN TO:

BANK UNITED OF TEXAS FSB DBA
COMMONWEALTH UNITED MTG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173



92787466

DEPT-01 RECORDINGS

\$31.50

T#8888 TRAN 4009 10/22/92 12:30:00

44931 G *-92-787466
COOK COUNTY RECORDER

92787424

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 24TH, 1992**.
The mortgagor is **TAHIR AZAM ABBASI AND TASNEEM ABRASI, HUSBAND AND WIFE.**

BANK UNITED OF TEXAS FSB

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

which is organized and existing under the laws of **UNITED STATES**, **3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**, and whose address is

THREE HUNDRED SEVEN THOUSAND AND 00/100 ("Lender"). Borrower owes Lender the principal sum of Dollars (U.S. \$ 307000.00). 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 **OCTOBER 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:

LOT 50 IN MALLARD LANDINGS UNIT II, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 27-29-002-001
215

302787466

DEPT-01 RECORDINGA \$31.50
T#8888 TRAN 4009 10/22/92 15:22:00
44931 G *-92-787466
COOK COUNTY RECORDER

which has the address of **10641 YEARLING CROSSING**
[Street]
Illinois **60462** **(Zip Code)**
("Property Address");

ORLAND PARK
[City]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1670 (9203)

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

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-520-0001 || PAX 010-703-1131

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5. Hazard of Property Insurance. Barlowe shall keep the improvements now existing or hereafter erected on the site of one of the buildings set forth in clause 10 of the Bill of Sale.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to payments; (b) pays in full with interest accrued by the lien in a manner acceptable to Lender; (c) conveys its good faith title in writing to the payee of the judgment or to the attorney who obtained the judgment; (d) enters into a written agreement with the payee to accept payment in installments over a period of time; (e) sells the property to the payee; or (f) sells the property to another person and conveys the title to the payee. (g) Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take other or more of the actions set forth above within 10 days of the giving of notice.

Proprietary which may attain priority over this Security Instrument, and such fees as may be required for recording, registration, and/or filing.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lesnder under

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender 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 sums secured by this Security Instrument.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrowser for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Borrowser at any time is not sufficient to pay the Escrow items when due, Lennder may so notify Borrowser in writing, and, in such case Borrowser shall pay to Lennder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lennder's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity which each deposit is such that it is not subject to the Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, normally multiplying the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applies new percents to make such a charge. However, Lender may require to pay a one-time charge for an independent real estate service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to do so, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower, however, shall interest shall be paid on the Funds, under the same terms as the Fund.

2. Funds for Taxes and Insurance. Subsject 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 property premiums on the property, if any; (b) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums, if any; (d) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's account under Regulation Setlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise exceeded the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future tax items or otherwise in accordance with applicable law.

1. **Prepayment of Principal and Interest**: Prepayments shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform covenants for all forms of government securities with varied provisions by jurisdiction to constitute a uniform security instrument covering real property.

BONNIE WREN, GOLDA WATKINS, and DONNA WATKINS, the minor claimants, sue for damages resulting from the acts of the defendant, ROBERT LEE WATKINS, and his wife, ROSE WATKINS, in that they were deprived of their right to receive the inheritance left them by their deceased son, ROBERT LEE WATKINS, and his wife, ROSE WATKINS.

TOGETHER WITH THE IMPROVEMENTS NOW OF RECENTLY ELECTED IN THE PROVINCE, AND IN THE COMMUNES,
AND FIXTURES NOW OR HERETOFER 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".

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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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Software Family - Family Information - Volume 9/90 (page 4 of 6 pages)

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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.

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

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or this Note which can be given without the conflicting provision. To this end the provisions of this Security Instrument and the Note will be governed by the laws of the state in which the property is located; in the event that any provision of either of this Security Instrument or this Note conflicts with the laws of the state in which the property is located, the provision of this Security Instrument or this Note which conflicts with the laws of the state in which the property is located will be ineffective to the extent of such conflict.

in this security instrument shall be deemed to have been given to Robt. W. Givens as provided in this paragraph.

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 loan charge to the permitted limit; and (b) any sums already collected in excess of the permitted limit 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 premium under the Note.

Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants shall be joint and several. Any Borrower who co-signs this Security Instruments shall be liable to pay to Creditor and convey to Creditor instruments held but does not execute the Note: (a) in case of filing this Security Instruments only to mortgagee, grant and convey to Creditor under the terms of this Security Instruments; and (b) in case of filing this Security Instruments under the terms of this Security Instruments, to pay to Creditor the amount of his security interest in the property or assets of Borrower, or make any accommodations with regard to the terms of this Security Instruments or the terms of his security interest in the property or assets of Borrower, or forgive any debt of Borrower.

12. Successors and Severable Liability: Cof-signers. The co-signers and beneficiaries of this agreement will be bound by its terms.

11. Borrower Not Responsible For Breach of Wallcree. Extension of the time for payment of modification of instrument granted by this Security Instrument shall not impair the rights of the holder of the instrument.

Unless Lessee fails to pay the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make good for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to settle a claim for damages, Borrower will be liable for the cost of repair or replacement of damage to the property, and Lender may deduct the amount so paid from the principal balance of the Property as provided in the Note.

Particulars in which the total internet value of the property minutely 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 otherwise provided, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are otherwise payable.

The sums secured by this security instrument shall be reduced by the amount of the proceeds multipled 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, the amount of the security instrument shall be reduced by the amount of the portion taken.

Instruments, whether or not then due, with any excess paid to Borrower, in the event of a partial taking of the Property by

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

(Address)

1301 N. BASSWOOD, 4TH FLOOR, SCHMIDTURG, IL 60173
(Name)

This instrument was prepared by Notary Public Diane Greene
of the State of Illinois
My Commission Expires 1/30/93

Diane Greene
Notary Public
Official Seal

My Commission Expires

Given under my hand and official seal, this 24 day of September 1992

for the

and delivered the said instrument as
THEIR free and voluntary act, for taxes 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
TAHIR AZAM ABBASI AND TASNEMI ABBASI, HUSBAND AND WIFE,
, a Notary Public in and for said county and state,

I, the undersigned

STATE OF ILLINOIS, Cook

County ss:

TASNEMI ABBASI
(Seal)
Borrower

Borrower
(Seal)

TAHIR AZAM ABBASI
(Seal)
Borrower

Borrower
(Seal)

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 Borrower and recorded with it.

Other(s) [Specify]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Race Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

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.
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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