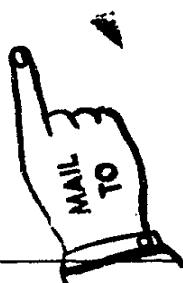


RETURN TO:  
 BANK UNITED OF TEXAS FSB DBA COMMONWEALTH  
 UNITED M1G  
 1301 N. BASSWOOD, 4TH FLOOR  
 SCHAUMBURG ILLINOIS 60173



- DEPT-01 RECORDINGS \$31.50
- T#8888 TRAN 4093 10/29/92 10:32:00
- \$6750 + G \*-92-806498
- COOK COUNTY RECORDER

92806498

**FHA MORTGAGE**

STATE OF ILLINOIS

FHA CASE NO.  
 131-6865911  
 729

This Mortgage ("Security Instrument") is given on **SEPTEMBER 30TH, 1992**.  
 The Mortgagor is **PATRICK J. WILSON AND DEANNA E. WILSON, HUSBAND AND  
 WIFE**

whose address is **271 MUSKEGON AVENUE, CALUMET CITY, ILLINOIS 60409**

(“Borrower”). This Security Instrument is given to  
**BANK UNITED OF TEXAS FSB**

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

92806498

(“Lender”). Borrower owes Lender the principal sum of  
**ONE HUNDRED THOUSAND SEVEN HUNDRED THIRTY SEVEN AND 00/100**

Dollars (U.S. \$ **\*\*100,737.00**).

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, 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:

**CALHOUN**  
 LOT 2 IN **BALHOON SUBDIVISION**, BEING A RESUBDIVISION OF LOTS 12 TO  
 17, BOTH INCLUSIVE, LOTS 40 TO 45, BOTH INCLUSIVE AND LOTS 68  
 TO 73, BOTH INCLUSIVE, IN THE RESUBDIVISION OF PART OF VACATED  
 INGRAM'S ADDITION TO HEGEWISCH IN THE NORTHWEST 1/4 OF SECTION 7,  
 TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7,  
 1978 AS DOCUMENT NUMBER 24654787, IN **COOK COUNTY, ILLINOIS**.

TAX I.D.# **30-07-104-077-078-079**  
 which has the address of **271 MUSKEGON AVENUE**

**CALUMET CITY**  
 [City]

**Illinois** **60409** ("Property Address");  
 [Zip Code]

**3190**  
 M

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.

# UNOFFICIAL COPY

(page 4 of 4 pages)

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

DEBBIE BITTERMAN

Notary Public  
My Commission Expires 2/10/96  
Notary Public, State of Illinois  
Colleen V. Tice

This instrument was prepared by:  
Notary Public

Given under my hand and official seal, this 30 day of April 1992

My Commission expires:  
Set forth.

Signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s) subscribed thereto.

do hereby certify that PATRICK J. WILSON AND DEANNA E. WILSON, HUSBAND AND WIFE

1. THE UNDERSIGNED, a Notary Public in and for said county and state,

STATE OF ILLINOIS.

County ss: Cook

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Witnessed by:  
WILLIS

Instrument and in any rider(s) executed by Borrower and recorded in pages 1 through 4 of this Security instrument and agrees to the terms contained in pages 1 through 4 of this Security instrument.

- Planned Unit Development Rider     Other (Specify)     Adjustable Rate Rider     Graduated Payment Rider     Growing Equity Rider

Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants 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 in a part of this Security instrument.

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

18. 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 recording costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and costs of little evidence.

16. Non-Lienform Covenants. Borrower and Lender further covenant and agree as follows:

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**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

**3. Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

**FIRST,** to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

**SECOND,** to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

**THIRD,** to interest due under the Note;

**FOURTH,** to amortization of the principal of the Note;

**FIFTH,** to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance 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.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly

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Page 4 of 4 pages

of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. Lender shall have the right to waive any other right or remedy of Lender. This assignment  
applies to Lender, Lender's heirs, executors, administrators, successors and assigns of Lender, and to any other person holding title to the Property under Lender.

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

Lender's assignee may exercise all of the rights and powers granted to the Lender by this Note and the Security Instrument to collect all rents due and unpaid to the Lender.

If Lender gives notice of breach to Borrower, (a) all rents received by the Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the rents of the Property; and (b) Lender shall be entitled to collect all rents due and unpaid to the Lender.

Property, Borrower authorizes Lender 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 any breach of any covenant in the Security Instrument, Borrower shall collect all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment of the Property to Lender for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment of the Property to Lender for the benefit of Lender and Borrower.

16. **Assignment of Rents.** Borrower shall be given one conforming copy of this Security Instrument and the Note described in Note 14.

14. **Conversion Law: Severability.** This Security Instrument shall be governed by the laws of the State of this Note and the law of the state described in Note 13.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given to Borrower or Lender, or where provided in this Paragraph, to the first class mail address applicable law requires use of another method, by notice to Borrower in writing, in by mail to Lender's address of any other address Borrower designates by notice to Lender. Any notice given by first class mail to Lender or Lender's agents, shall be given by first class mail to Lender, in the event that any provision of this Security Instrument or of the Note contravenes with the provisions of any applicable law, such conflict shall not affect other provisions of this Security Instrument or of the Note which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Note contravening in whole or in part with the provisions of any applicable law, such conflict shall be given effect notwithstanding any provision of this Note.

12. **Successors and Assigns; Joint and Several Liability; C-O-Signers.** The covenants and agreements in this Security Instrument shall bind and benefit the successors and assigns of Lender and severally. Any co-signer to the provisions of Paragraph 9,b, Borrower's covenants and agreements shall be joint and severally liable to Borrower who co-signs this Security Instrument but does not execute the Note. Any Borrower who co-signs this Security Instrument only to mortgagee, grant and convey the sums received by this Security Instrument under the terms of this Security Instrument or the Note without changing the title to the Security Instrument, shall be liable to Borrower for the amount of the sum received by him under the Note.

11. **Borrower Not Released; Borrower Not a Waver.** Extension of the time of payment of this Security Instrument to any Lender by Borrower's consent, or a waiver of or privilege the exercisable of any right of remedy shall not be a waiver of or privilege the exercisable of any right of remedy.

10. **Remedies.** Borrower has a right to be remitted 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 modification of amortization of the sums secured by this Security Instrument in interest of Borrower shall not operate to release the liability of the note successor in interest. Lender's modification of the note of payment of the note successor in interest of Borrower shall be given by Lender to any Lender in interest of Borrower or to any Lender in interest of Borrower's successor in interest.

9. **Security Interest.** Lender has a right to be remitted 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 modification of the note of payment of the note successor in interest of Borrower shall be given by Lender to any Lender in interest of Borrower or to any Lender in interest of Borrower's successor in interest.

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

7. **Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require payment in full, Lender shall be deemed to have accepted the note successor in interest of Borrower.

6. **Assignment of Note.** Borrower agrees that should this Security Instrument be sold to another, the note successor in interest of Borrower shall be deemed to have accepted the note successor in interest of Borrower.

5. **Regulations of HELT; Secrecy.** In many circumstances regulations issued by the Security will limit Lender's date of payment of the note successor in interest of Borrower, to its date of payment of the note successor in interest of Borrower, to its date of payment of the note successor in interest of Borrower.

4. **After-Harbor Act.** Borrower agrees that should this Security Instrument be sold to another, the note successor in interest of Borrower shall be deemed to have accepted the note successor in interest of Borrower.

3. **Security Interest.** Lender has a right to be remitted 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.

2. **Default; Acceleration of Debt.** Lender may call all amounts secured by this Security in the case of payment default.

1. **Default.** Lender may accept as timely by regulations issued by the Security in the case of payment default.

0. **Forfeiture Immediate Payment.** Lender may require immediate payment in full of all sums secured by this Security instrument in the case of payment default.

9. **Forfeiture Immediate Payment.** Lender may require immediate payment in full of all sums secured by this Security instrument in the case of payment default.

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

7. **Waiver.** Lender may waive any or all obligations under this Note and this Security Instrument in the case of payment default.

6. **Amendments.** 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.

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F ADR  
00975166

## FHA MULTISTATE ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **30TH** day of **SEPTEMBER, 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

BANK UNITED OF TEXAS FSB

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

271 MUSKEGON AVENUE, CALUMET CITY, ILLINOIS 60409

(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 **JANUARY 1ST, 1994**, 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**

**92806498**

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.

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(page 2 of 2 pages)

Property of Cook County Clerk's Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Addendum Rate Rider.

PA-RICK J. WILSON  
Borrower  
(Seal) *Rick J. Wilson*

DEANNA E. WILSON  
Borrower  
(Seal) *Deanna E. Wilson*

PA-RICK J. WILSON  
Borrower  
(Seal) *Rick J. Wilson*

PA-RICK J. WILSON  
Borrower  
(Seal) *Rick J. Wilson*

PA-RICK J. WILSON  
Borrower  
(Seal) *Rick J. Wilson*