

UNOFFICIAL COPY

CHI
009641997

9-2-1992

POLICE DEPT.
CITY OF CHICAGO, IL, MC 450
DEPT. OF PROPERTY & THEATRE MGR
1701 N. DAKOTA, THEATRE
SCHAUMBURG, ILLINOIS 60173

92857393

box
163

DEPT-01 RECORDINGS \$31.00
T49839 TRAN 4435 11/16/92 11:50:00
\$1606 + *--92-857393
COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 4TH, 1992
The mortgagor is ERIC D. MURPHY AND ROSELLA M. MURPHY, HUSBAND AND WIFE

(Borrower"). This Security Instrument is given to
BANK UNITED OF TEXAS FSB
which is organized and existing under the laws of UNITED STATES
12600 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77082
, and whose address is

(Lender"). Borrower owes Lender the principal sum of
THIRTY FOUR THOUSAND FIVE HUNDRED AND 00/100
Dollars (U.S. \$ 34500.00). 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
DECEMBER 14TH, 1992. 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 9131 IN INDIAN HILL SUBDIVISION-UNIT NO. 9, BEING A
SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION
11, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ALSO THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 11, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON
SEPTEMBER 15, 1970, AS DOCUMENT NUMBER 2521661, AND SURVEYOR'S
CERTIFICATE OF CORRECTION THEREOF REGISTERED ON OCTOBER 9, 1970,
AS DOCUMENT NUMBER 2525473.

F.I.D.L. # 35-31-106-011

92857393

which has the address of 2849 225TH STREET
[Street]

SAUK VILLAGE
[City]

Illinois 60411 ("Property Address");
[Zip Code]

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1876 (9202)

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

Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-6293 () FAX 016-701-131

UNOFFICIAL COPY

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the lands or buildings, for which it underwrites insurance. This insurance shall be maintained in the amounts and for the periods of time specified, for which it underwrites insurance.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the transfer of the property to the parties set forth above within 10 days of the giving of notice. Borrower shall satisfy the lien or take over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take over this Security Instrument. If Lender determines that any notice identified in the Property is subject to a lien which may affect priority to this Security Instrument, Lender may give Borrower a notice identifying the lien.

4. **(Chargers' Lines)** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property or interest in property which is owned by the Borrower, and to the costs of removing any such taxes, assessments, charges, fines and impositions from the property or interest in property.

3. Application of Taxation. Unless applicable law provides otherwise, all penalties imposed by section 5 of this section shall be imposed.

I now fully understand in full of all sums secured by this Security Instrument, I credit said amounts to the owner of the property, shall apply any funds held by Lender at the time of acquisition of title as a credit against the sums held by Lender. It, and a pareraph 21, Lender shall agree to sell the Property, Lender, prior to the acquisition of funds held by Lender.

(1) The funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Borrower for the excess funds in accordance with the requirements of applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding payment of the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold premiums of security interests on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly mortgage insurance premiums; (e) yearly mortgagage insurance premiums; (f) any sums payable by Borrower to insure note payable, if any; and (f) any sums payable to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are subject to change at any time, collected and held Funds in an amount not to exceed the maximum amount in a letter from Lender may, at any time, require for Borrower's account under the maximum amount that applies to the Funds held lessor time to time. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expected future tax and insurance payments or otherwise in accordance with applicable law.

1. Payment of Principal and Interest: Preparation and Late Charges. Borrower shall promptly pay when due the Note.

United Nations by jurisdiction to constitute a uniform security instrument covering real property.

THIS IS A FREE INDUSTRIAL combines uniform agendas for national use and non-uniform agendas with
changes of record.

BOKROWEIR GOVERNANTS that Bokroeweir is lawfully seized of the estate hereby conveyed and has the right to

ROCKET-ER MULL All the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All improvements and additons that shall also be covered by this Security interest.

UNOFFICIAL COPY

period 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 2(f) 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

UNOFFICIAL COPY

Learn More [The Freddie Mac® Home Economics Initiative](#)

18. *Borrower's Right to Remedy.* If borrower meets certain conditions, borrower shall have the right to have cancellation of this Security instrument if it has been delivered to the creditor for less than 5 days or such other period as

If I am to exercise this option, Landlord shall give Borrower notice of acceleration. The notice shall provide a period of no less than 60 days from the date the notice is delivered 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, Landlord may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in

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

15. **Disseminating Law**. Notwithstanding anything to the contrary in this Note, and the law of the jurisdiction in which the Property is located, to the extent that any provision of clause 16 of this Note contradicts any applicable law, such conflict shall not affect other provisions of this Security Instrument or this Note as they can be given effect without the conflicting provision. To this end the provisions of this Note are

14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by delivery in or by

13. **Loan in charge.** If the loan secured by this Deed of trust instrument is subject to a law which sets maximum for a debt principal, the amount of the debt principal will be limited to the amount of the debt principal.

17. Successors and Assigns Board; Joint and Several Liability; Cointerests. The co-ventures and agreements of the parties hereto shall bind and benefit the successors and assigns of funder and Borrower, subject to the provisions of this Agreement.

11. **Borrower's right to demand payment of his securities held by a transferor**—extension of the time for payment of borrowed securities in accordance with the terms of the agreement.

It also provides a base in which any application of processes or products shall not exceed a maximum of two hours.

If the property is demanded by the owner of the note by I need to borrower that the condemner offers to make an end of such a claim to damages, before we file a complaint for quiet title.

In the event of a forced taking of the property, the proceeds shall be applied to the sums required by this Section, and after deducting the amount of the sum necessary to pay the taxes and interest accrued on the same, the balance shall be applied to the sums received by the seller or his heirs, unless otherwise provided by law.

In order to make the best use of the property, or for convenience in how to administer the property, the parties agree as follows:

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

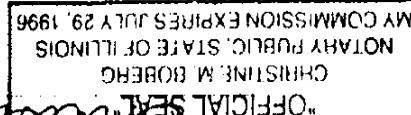
Form 3014-9/90 (page 6 of 6 pages)

AMPP-850

11-10-1

11-10-1

This instrument was prepared by



Notary Public

Christine M. Boberg

My Commission Expires 7-29-96

Given under my hand and official seal this

fourth

day of December, 1992, for the uses and purposes herein set

11-10-1

and delivered the said instrument as

11-10-1

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

11-10-1

, personally known to me to be the same person(s) whose name(s)

11-10-1

do hereby certify that

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

County of

STATE OF ILLINOIS.

9205793

Borrower
Christine M. Boberg
(Seal)

Borrower
Christine M. Boberg
(Seal)

Witness:

Witness:

Securing instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

[Other(s) specify]

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

[Check applicable boxes]

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.

00964287

GME