

# UNOFFICIAL COPY

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RETURN TO:

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

42913832  
BOX 392

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 1ST, 1992.  
The mortgagor is JOSEPH P. NOEL, A BACHELOR AND DAVID J. POSKUS AND  
KATHLEEN A. POSKUS, HIS WIFE

(“Borrower”). This Security Instrument is given to  
BANK UNITED OF TEXAS FSB  
which is organized and existing under the laws of UNITED STATES  
3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027  
and whose address is

(“Lender”). Borrower owes Lender the principal sum of  
FORTY EIGHT THOUSAND AND 00/100  
Dollars (U.S. \$ 48000.00). 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 1ST, 1997. 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 40 IN BLOCK 4 IN EDGERTON ADAMS SUBDIVISION OF THE NORTHWEST  
1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

P.I.N. 19-15-200-019

RECEIVED REC'D BY  
RECEIVED RECD BY 12/15/92 09:45:06  
42913832  
COOK COUNTY RECORDERS

42913832

which has the address of 5503 S. KOSTNER AVENUE  
(Street)  
Illinois 60637 (Property Address)

CHICAGO

ILLINOIS Single Family - Fannie Mae Freddie Mac UNIFORM INSTRUMENT  
ITEM 1026 (0202)

Form 3014-990 (page 1 of 6 pages)

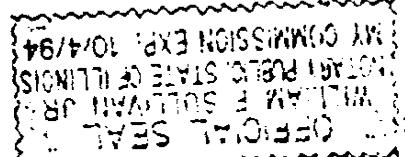
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Form 3014 Rev. 7-94 (page 6 of 6 pages)

1701 N. BASSWOOD, 4TH FLOOR, SCHURMURG, IL 60173  
(Address)  
(Name)

LAWRIE MAYBURN  
This instrument was prepared by



My Commission expires:

Given under my hand and official seal, this

forty.

and delivered the said instrument at THE 13  
free and voluntary act, for the uses and purposes herein set

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

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

do hereby certify that JOSEPH P. NOEL AND DAVID J. POSKUS AND KATHLEEN A. POSKUS  
are Notary Publics in and for said county and state.

1. WILLIAM F. SULLIVAN JR.

STATE OF ILLINOIS.

County of:

2. DAVID J. POSKUS  
Notary Public  
(Seal)

3. JOSEPH P. NOEL  
Notary Public  
(Seal)

4. KATHLEEN A. POSKUS  
Notary Public  
(Seal)

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

Witness:

- Check applicable box(es)
24. Riders to the 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.
- Adjustable Race Rider  Codominium Rider  1-4 Family Rider  Adjustable Payment Rider  Planned Unit Development Rider  Biweekly Payment Rider  Balloon Rider  Second Home Rider  Other(s) (Specify)

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as of no more than 30 days to the time of issuance. This measure shall be implemented in the annuities and for the types of products for which longer durations are issued. This measure shall be implemented in the annuities and for the types of products for which longer durations are issued.

Botswaner shall provide any information requested by the Agent in a timely manner unless Botswaner fails to take over this Section within fifteen days after receipt of such request. Botswaner shall have the right to take over this Section if Botswaner determines that it is in the best interest of the Agent to do so.

4. **Chargers**: **Lithium**: Batteries shall pay all taxes, assessments, charges, fines and impositions applicable to the particular class of mineral or mineral product, levied by the State or any local charges due under the same.

3. Application of Penalties. Laws applicable to providers of services under the Act may be applied to any person who contravenes any provision of the Act.

Urgent permission is to be granted to the members of the Board of Directors to make such arrangements as may be necessary for the discharge of their duties.

If the funds held by lenders exceed the amounts permitted in the applicable law, lenders shall account to the secured creditors such fees as the secured creditors may be entitled to receive under the terms of the agreement.

The Funds shall be held in an account whose deposits are accounted for as "cedred debts" in the same way as other debts in the same account.

2. Funds for Taxes and Liabilities. Subscriptions to publications by the local organization and its affiliated units shall be paid in advance, until the Note is paid in full, in sum of funds for taxes and liabilities, which may comprise the amount of funds due on the basis of current data and recoverable under the law.

**SUPERIOR COURTS AND JUDGES** - We do not and never have accepted charges. **Judges shall promptly pay when due the premium of principal and interest; Premium and late (charge). Holders of shall promptly pay when due the premium of principal and interest; Premium and late (charge).**

**THIS SECRET INSTRUMENT** combines standard connectors for national use and non-national connectors which limited variations by providing a connector & adapter assembly interchangeable with existing real property.

**BORROWER COVENANTS** that Borrower is lawfully entitled to the entire hereby granted and has the right to whenever and will defend genetically the title to the Property against all claims and demands, subject to any mortgages, liens and other encumbrances of record, and that the Property is unencumbered, except for encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected or in the property, and the easements, appurtenances, fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this instrument. All of the foregoing is referred to in this Second Lien instrument as the "Property".

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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 action 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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[Signature]

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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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18. Borrower's Right to Remodel. If borrower meets certain conditions, borrower shall have the right to have replacement of this Security instrument delivered at any time prior to the earliest of: (a) 5 days (or such other period as

Securitization instruments. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If I under exercise these options, 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 note prior to the exercise of such option.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in such security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as

and given to the company, the copy of which shall be given one copy of the Note and of this Security Instrument, delivered to be executed.

15. **Overrunning Law; Separability.** This section shall and may be pronounced to be separate from the remainder of this Note in the event that the property is located in the county in which the property is located, such counties shall not affect provisions of this Section which can be given effect without the going into operation.

14. **Notices.** Any notice to Botorower provided for in this Securities instrument shall be given by delivery or by registered mail to Botorower at Botorower's address applicable to notices of another method. The notice shall be delivered to Botorower at Botorower's address as set forth above or to such other address designated by him to Botorower. Any notice to Botorower given by first class mail to Botorower at his address shall be deemed to have been given to Botorower or Lender when given 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 limit, then (a) any such loan charge shall be reduced to the permitted limit and (b) the lender may choose to make this reduction by reducing the principal owed until the Note or by making a prepayment under the Note.

**12. Successors and Assigns Bound; Joint and Several Liability; C-Signers.** The co-venturants and agreements of this Securing instrument shall bind and benefit the successors and assigns of the joint and several C-signers. Any Borrower who so signs this Securing instrument shall be joined and agreeable thereto as if he or she were a party thereto.

positive are the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Member is authorized to collect and supply the per cent, as its option, either to collection or return to the employer, in the same manner as the collector and distributor of proceeds to principal shall not extend or

If the People's Party is abandoned by Borowicki or it, the notice by Leander to Borowicki that he condones other to make an award of settle a claim for damages, Borowicki is bound to expand to Leander within 90 days after the date the notice is given.

In the exercise, a notarinus in the Hague, with any excess) paid to Bontemps. In the event of a partial transfer of the property in instruments, whether or not in due date, the proceeds must be applied to the parts in the ratio of the market value of the property, the notarinus being entitled to the same as a compensation for his services rendered to the vendor or lessee.

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

**UNOFFICIAL COPY****BALLOON RIDER  
(CONDITIONAL RIGHT TO REFINANCE)**

THIS BALLOON RIDER is made this 15<sup>th</sup> day of DECEMBER, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's 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:

5503 S. KOSTNER AVENUE, CHICAGO, ILLINOIS 60632  
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

**1. CONDITIONAL RIGHT TO REFINANCE**

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of DECEMBER 01, 20 22, and with an interest rate equal to the "New Note Rate," determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

**2. CONDITIONS TO OPTION**

If I want to exercise the Conditions' Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate, and (5) I must make a written request to the Note Holder as provided in Section 5 below.

**3. CALCULATING THE NEW NOTE RATE**

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

**4. CALCULATING THE NEW PAYMENT AMOUNT**

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

**5. EXERCISING THE CONDITIONAL REFINANCING OPTION**

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

*KATHLEEN A. POSKUS* (Seal)  
KATHLEEN A. POSKUS  
Borrower

..... (Seal)  
Borrower

*Joseph P. Noel* (Seal)  
JOSEPH P. NOEL  
Borrower

*David J. Poskus* (Seal)  
DAVID J. POSKUS  
Borrower  
*[Sign On One Side Only]*

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