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CMIL
008684474

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

9 3 4 9 3 /

93496572

BOX 260

(Space Above This Line For Recording Data)

MORTGAGE

93496572

THIS MORTGAGE ("Security Instrument") is given on JUNE 8TH, 1993
The mortgagor is JOHN R. O'KEEFE, JR., DIVORCED NOT SINCE REMARRIED

BANK UNITED OF TEXAS FSB
which is organized and existing under the laws of THE UNITED STATES
3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

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

, and whose address is

ONE HUNDRED SIX THOUSAND AND 00/100
Dollars (U.S. \$106,000.00). 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
JULY 1ST, 2023. 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 10 (EXCEPT WESTERLY 40 FEET MEASURED AT RIGHT ANGLES TO
WESTERLY LINE THEREOF) AND WEST 10 FEET OF LOT 21 IN BLOCK 5 IN
ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO DES PLAINES HEIGHTS
BEING A SUBDIVISION OF THAT PART EAST OF RAILROAD OF SOUTH HALF
OF SOUTH EAST QUARTER OF SECTION 20 AND THAT PART WEST OF
DES PLAINES ROAD, OF SOUTH HALF OF SOUTH WEST QUARTER OF SECTION
21, (EXCEPT 4.0 ACRES IN NORTH EAST CORNER THEREOF) ALL IN
TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93496572

P.I.N.: 09-20-410-026

DEPT 01 RECORDING \$31.00
189719 FROM 9333 9679973 11-21-93
189719 00-0734-412-A-EV 733
COOK COUNTY READER

which has the address of 1318 WICKE AVENUE
Street

Illinois

60018
Zip Code

("Property Address")

DES PLAINES
City

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1a/b (0202)

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

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3. Hazarded or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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 to the assignment of the property instrument of the obligation secured by the lien to Lender; or (c) takes one or more of the actions set forth above within 10 days of the giving of notice.

4. **Chargess** Lenses, Borrower shall pay all taxes, assessments, charges, fines and impositions, irrebuttable to the property which may within prioriy over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay all obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this paragraph.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to any late charges due under paragraph 2; third, to interest due; fourth, to principal due and last, to any late charges due under the Note.

Upon payment in full of all sums accrued by this security instrument, Lender shall promptly refund to Borrower any funds held by Lender under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of title of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums received by this security instrument.

If the funds held by Lentender exceed the amounts permitted as set forth by applicable law, Lentender shall account to the trustee for any amounts paid by Lentender超出允许的金额，Lentender将向受托人账户归还超出部分。

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Landor, Borrower shall pay to Landor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly insurance of real estate on the Property, if any; (b) yearly liability insurance of property instruments; (c) yearly Food and beverage premiums, if any; (d) yearly mortgage insurance premiums, if any sums payable by Borrower to Landor, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Fees or Items". Landor may, at any time, collect and hold Funds in an amount not to exceed the maximum amount in a letter to "Landor, [Fees or Items]", Landor may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Landor may calculate the amount of Funds due on the basis of current data and reasonably exceed the lesser amount. If so, Landor may add any time, collect and hold Funds in an amount not to exceed the lesser amount to the Funds due on the basis of current data and reasonably exceed the lesser amount. This rule applies to the Funds due on the basis of current data and reasonably exceed the lesser amount. If so, Landor may add any time, collect and hold Funds in an amount not to exceed the lesser amount to the Funds due on the basis of current data and reasonably exceed the lesser amount.

1. **Principle of Prerogative and Impeachment and Late Charges.** Borrower 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 GOVERNANTS. Bottower and Lender government and agree as follows:

THIS SECURITY INSTRUMENT combines uniform governances for national use and non-uniform governances with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

HORROWER COVENANTS that Borrower is lawfully entitled to the estate hereby conveyed and has the right to any Borrower's interests and will defend generally the title to the Property against all claims and demands, subject to any mortgage, claim and convey the Property and that the Property is unencumbered, except for encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and in easements, appurtenances, fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this 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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remedies permitted by this Security instrument without notice or action on Borrower's part.

16. Borrower's copy, Borrower shall be given one copy of the Note and of this Security Instrument.
 17. Transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in
 it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)
 without lender's prior written consent, lender may, in 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

14. Notices. Any notice to Horowoger provided for in this Security Interest Agreement shall be given by delivery in or by mail to Horowoger provided for in this Security Interest Agreement, shall be deemed to have been given to Horoweger or Lender when given as provided in this Security Interest Agreement or any other address Lender designates by notice to Horoweger. Any notice provided for in this Security Interest Agreement shall be deemed to have been given to Horoweger or Lender when given as provided in this Security Interest Agreement or any other address Lender designates by notice to Horoweger.

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 below the permitted limits, then (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any sums already collected from the borrower which exceeded permitted limits will be refunded to the borrower. Under any circumstance the principal owed under the Note or by making a prepayment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any interest payment to Borrower.

12. Successors and Assigns Clause; Joint and Several Liability; Co-signees. The co-venturants and agreeements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17. Borrower's executors and administrators shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable for the obligations of Lender and Borrower under this Note without regard to the terms of this Security instrument or the Note without the Borrowers making any assignments with regard to this Note.

11. **Horrors Not a Warmer** *Releasets Forteanicke By Leader Not a Warmer* Extension of the time for payment of modulus of another than of the sums secured by this Security instrument granted by Leader to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of this Security instrument granted by Leader to any successor in interest of Borrower for payment of the sum secured by this Security instrument granted by Leader in exercising any right or remedy which may be available to the parties in respect of such debt.

sums secured by this Security instrument whether or not then due.

If the Property is abandoned by Borrower or it, after notice by Lender to Borrower within 30 days after the date the notice is given, an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or to repaid of the Property or to the

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security instrument or other taking of any part of the Property, or for conveyance in lieu of condemnation, and hereby is constituted 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 Substance, 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 at 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)

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

(Address)

(Name)

Notary Public

June 1993

day of

8/24

MY COMMISSION EXPIRES 04/26/97
NOTARY PUBLIC STATE OF ILLINOIS
JEAN HENKEMATTHESEN
CHERYL MUIR
This instrument was prepared by

MY COMMISSION EXPIRES 04/26/97
NOTARY PUBLIC STATE OF ILLINOIS
JEAN HENKEMATTHESEN
CHERYL MUIR
This instrument was prepared by

Given under my hand and official seal, this

forth.

93496572

free and voluntary act, for the uses and purposes herein set
and delivered the said instrument as HIS
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE
signed
, personally known to me to be the same person(s) whose name(s) IS

do hereby certify that JOHN R. O'KEEFE, JR.

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

1. THE UNDERSIGNED

STATE OF ILLINOIS,

County of

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witness:

Witness:

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

Other(s) (Specify)

- Adjustable Payment Rider
- condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rule Improvement Rider
- Second Home Rider
- Balloon Rider

[Check applicable box(es)]

Supplement the coverants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.
this Security instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and
24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with

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