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



DEPT-01 RECORDING \$33.50
T#1111 TRAN 1020 08/03/93 10:49:00
#1415 *-93-606023
COOK COUNTY RECORDER

SI 35 2233

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 23RD, 1993
The mortgagor is GEORGE MIHAJLOVIC, AN UNMARRIED MAN.

BANK UNITED OF TEXAS FSB
which is organized and existing under the laws of THE UNITED STATES
3800 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027

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

, and whose address is

(“Lender”). Borrower owes Lender the principal sum of
TWENTY THOUSAND AND 00/100
Dollars (U.S. \$ 20000.00). 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
AUGUST 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:

UNIT 304 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS IN 1633 WEST THOME CONDOMINIUM AS DELINEATED AND
DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 24693568,
IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-06-211-015-1012

93606023

which has the address of 1633 W. THOME AVE. #304
Street
Illinois 60660 ("Property Address");
Zip Code

CHICAGO
(City)

33rd
St

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: 1-800-530-9393 □ FAX 616-791-1131

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5. Hazard or Property Losses: Hazardous shall keep the insurance company informed of the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which liability may be incurred. 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) conveys in good faith the property to the payee(s) over this Security Instrument within 10 days of the giving of notice;

4. **Chargers' fees.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may alienate, partition over this Security Instrument, and record grants of easement or any Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in full in advance, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts so paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

3. Application of Penalties. Unless applicable law provides otherwise, all payments received by Lenders under

decreases in the number of water molecules per molecule, it reduces some water retention.

If the funds held by Landor exceed the amounts permitted, as set forth by applicable law, Landor shall account to Borrower for the excess funds in accordance with the requirements of applicable law.

agreement is made or application for a loan requires interest to be paid, Lender shall not be required to pay Borrower any interest or
earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender
shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and
purpose for which each debt to the Funds was made. The funds are pledged as additional security for all sums secured by
this Security instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including funds held in trust for the payment of taxes) or in any federal home loan bank. Under shall apply the Funds to pay dividends to shareholders in proportion to their interest in the Funds.

estimates of expenditures of futureorrow lenses or otherwise in accordance with applicable law.

1. Payment of Prepayment and Interest: Prepayment 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 COVENANTS. Horowes' and Leader's covenant and agreee as followeth:

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

monologue, plan and carry the property and that the property is unencumbered, except for encumbrances of record, without warranties and carry the title to the property against all claims and demands, subject to encumbrances of record.

FOOTNOTES WITHIN THE INTEPROVEMENTS HOW OF TERRA COTTA PRECIALED ON THE PROPERTY, AND IN EASEMENTS, SUPPORTING
and fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this Section
and assignment. All of the foregoing is referred to in this Section "Property".

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make 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 repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreement, shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed 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, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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■ **Ein weiterer wichtiger Vorteil**

Sample Exam 3 - Practice Midterm Pre-Module 10: Advanced Coordinates 9/90 (page 3 of 6 pages)

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

9. Inspection, Lender or his 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.

8. Mortgagage Insurance. If Lender retains title to the mortgaged insurance as a condition of making the loan secured by this policy, Borrower shall pay the premiums required to insure the mortgaged insurance in accordance with any written agreement between Borrower and Lender and is obligated to provide a premium to Lender in accordance with the terms of this Note.

Any amounts debited by Lender under this paragraph 7 shall become additional debt of Borrower accrued by this Section hereinafter.

7. Protection of Lender's Rights in the Property. It shall be the duty of each party to perform the covenants and agreements contained in this Security Instrument, or where it is a legal proceeding, to satisfy the requirements of the law, in order to protect the rights of the Lender in the property described in the Schedule A attached hereto.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the maturity date of the notes payable referred to in paragraph 1 and 2 of clause the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of damage, losses, damage and expenses sustained by this Section 3 instrument, whether or not then due. The 30-day period will begin when the property or to pay sums secured by this Section 3 instrument, whichever is later.

periods that Lender shall not be unreasonably withheld. The measure counter providing the measure shall be chosen by Borrower subject to Lender's option, obtain coverage to project Lender's rights in the Property in accordance with paragraph 7.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

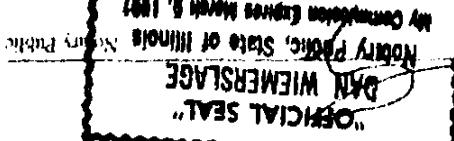
(Address)

1201 N. BASSWOOD, 4TH FLOOR, SCHAUERBURG, IL 60173

(Name)

JOANNE ALITTO

This instrument was prepared by



My Commission expires:

Giver under my hand and official seal, this 23rd day of July, 1992
for the

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 GEORGE MICHALOVIC

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

STATE OF ILLINOIS,
1. THE UNDERSIGNED
do hereby certify that GEORGE MICHALOVIC

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witness:

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.

Others (Specify)

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate 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.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23RD day of JULY, 1993
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON,
TEXAS 77027 (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
1633 W. THOME AVE., #304, CHICAGO, ILLINOIS 60660

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 1633 WEST THOME CONDO

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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

George Mihajlovic
GEORGE MIHAJLOVIC

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

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