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RETURN TO:

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

93680269

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DEPT-01 RECORDING \$31.00
T00000 TRAN 3471 08/26/93 15145100
\$5382 + 96-93-680269
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 20TH, 1993
The mortgagor is CARMEN JOHN SMITH AND BARBARA A. SMITH, HIS WIFE

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

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/1
Dollars (U.S. \$ 128250.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payment, with the full debt, if not paid earlier, due and payable on
SEPTEMBER 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 15 IN BLOCK 14 IN RIDGE ACRES, A SUBDIVISION OF ALL OF THAT
PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT-
OF-WAY OF CHICAGO, BURLINGTON & QUINCY RAILROAD, EXCEPTING BLOCKS
50, 51, 52 AND 53 IN THE SUBDIVISION OF THE WEST HALF OF SAID
SECTION, LOCATED IN WESTERN SPRINGS, COOK COUNTY, ILLINOIS.

PIN: 18-05-317-010

which has the address of 4637 WOLF ROAD
(Street)

Illinois 60555 ("Property Address");
(Zip Code)

WESTERN SPRINGS
(City)

ILLINOIS- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
(ITEM 1076 10208)

Form 3014 9/90 (page 1 of 6 pages)
Great Lakes Business Forms, Inc. ■
To Order Call: 1-800-530-9083 □ FAX 815-791-7151

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3. **Hazard or Property Insurance:** Homeowners should keep the improvements now existing or heavier if exceeded on the books of flooding, for which federal redepenses insurance. This insurance shall be maintained in the amounts and for the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods of flooding.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) upgrades the property;

shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to the payee records evidencing this paragraph. If Borrower makes these payments directly, Borrower shall furnish to lender records evidencing this paragraph.

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

Funds held by Lender, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums due of the Property. It, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

such cases, however, such fees to recover the amount necessary to make up the deficiency, if any, shall be paid by the defendant, or his Surety, if he has one.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

new project to build a water system, without charging an annual account, in one of the funds, showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for all sums received by this Society for which funds were made.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such a institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items, Lender may not charge Borrower for holding and applying the Funds, annuallyanalyzing the account, or verifying the escrow items, and as Lender merges on the Funds, automatically amalgamating the escrow items, Lender may merge its assets, unless Lender may apply the Funds to pay a one-time charge to Lender to make such a change. However, Lender may require Borrower to pay a one-time charge for permitting Lender to make such a change. Nevertheless, Lender may merge its assets, unless Lender may apply the law relating to Lender's liability for failing to pay a one-time charge to Lender for making such a change.

estimates of expenditures of future Escrow Lenders of otherwise in accordance with applicable law.

Lender on the day mortgagor pays amounts due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue prior to the Note is paid in full; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Second items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount in a letter to the Lender sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may designate the amount of Funds due on the basis of current day and reasonable law that applies to the funds set aside under the Funds due on the basis of current day and reasonable law.

1. Payment of Principal and Interest: Repayment 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.

This section contains information concerning minimum coverages for non-occupant coverage which includes variations by jurisdiction to considerate a uniform security instrument covering real property.

Borrower, grant and convey the Property and warrant and will defend generally the title to the Property against all claims and demands, subject to all mortgages, grants and conveyances of record.

BORROWER COVENANTS that Borrower is lawfully entitled of the estate hereby conveyed and has the right
to exercise all of the foregoing as part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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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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continuation of this Security instrument issued at any time prior to the earlier of: (a) 5 days for such other period as Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security instrument without notice or demand on Borrower.

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 within which Borrower must pay all sums secured by this instrument to days from the date the notice is delivered to Lender of acceleration. The notice shall provide a period of 14 days after exercise of this option, Lender shall give Borrower notice of acceleration. The date of this Security instrument.

this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security instrument. Without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this instrument if it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a third person) or is used to finance any other address designees listed below to Lender. Any notice to Lender by first class mail to Lender's address listed below is notice to Lender. Any notice to Lender shall be given by first class mailing it by first class mail unless otherwise specified.

16. Borrower's Copy. Borrower shall be given one contoured 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 this Security instrument is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a third person) or is used to finance any other address designees listed below to Lender, Lender may invoke any provision of this Security instrument or the Note which can be given effect without the conflicting provision. In the event that any provision of this Security instrument or the Note which can be given effect without the conflicting provision.

18. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of clause of this Security instrument or the Note purports to be ineffective under the 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.

19. Notes. Any note to Borrower provided for in this Security instrument shall be governed by federal law and the law of the state in which the Property is located. Any note to Lender shall be given by first class mailing it to Lender's address listed below or any other address designees listed below to Lender. Any notice to Lender provided for in this Security instrument shall be deemed to have been given to Borrower or Lender as given as provided in this paragraph.

20. Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is fairly 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 charges, and (b) any other address designees listed below to Lender shall be liable under the Note for the portion of the charge which exceeds the permitted limits.

21. Successors and Assigns; Board, 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 successors to a law which sets maximum loan

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consent. of make any assignments with regard to the terms of this Security instrument or the Note without the Borrower's knowledge and any other Borrower's interest in the terms of this Security instrument or the Note will be reduced to zero. Any assignee to make this reduction will be named as a joint preparatory to the payment of any direct payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a reduction in the loan advanced limit and (b) any sums already collected to a Borrower which exceeded permitted principal or by paying interest under the Note.

22. Successors and Assigns; Board, 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 successors to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits.

23. Loan Covenants. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is fairly 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 charges, and (b) any other address designees listed below to Lender shall be liable under the Note for the portion of the charge which exceeds the permitted limits.

24. Successors and Assigns; Board, 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 successors to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits.

25. Successors and Assigns; Board, 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 successors to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits.

26. Successors and Assigns; Board, 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 successors to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits.

27. Successors and Assigns; Board, 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 successors to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits.

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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.

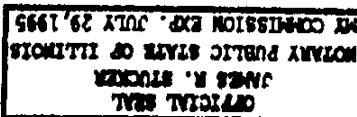
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Form NO. 4A-990 (page 6 of 6 pages)

1100 N. BASSWOOD, 4TH FLOOR, SCHAUFLER, IL 60172
(Address)

(Name)



THIS INSTRUMENT WAS PREPARED BY
TOMI BARTEL

NOTARY PUBLIC

James L. Shultz

My Commisssion Expires:

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

FOURTH

day of AUGUST, 1993

and delivered the said instrument as
THEIR 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
, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that CARMEN JOHN SMITH AND BARBARA A. SMITH
, a Notary Public in and for said county and state,
, County ss:

1. THE OUNDERSIGNING

STATE OF ILLINOIS,

BARTON, IL, SMITH
BORROWER
(Seal)
Carmen John Smith
BARTON, IL, SMITH
BORROWER
(Seal)
Barbara A. Smith

Witness:

Witness:

SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.
BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN PAGES 1 THROUGH 6 OF THIS

Other(s) [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 box(es)]

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.