

Loan No: 01967637

Data ID: 794

Borrower: BILL P BEARD

Permanent Index Number: 07-18-403-027

Prepared by: Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

BOX 392

93868939

Return to: ACCUBANC MTG.-REF/CLOS DEPT
12377 MERIT DRIVE, #600
DALLAS, TEXAS 75251-3229

[Space Above This Line For Recording Date]

State of Illinois

FHA Case No.
1317335356 203B

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 22nd day of October, 1993.
The mortgagor is BILL P BEARD AND BRENDA J. BEARD, HIS WIFE
whose address is 625 KENDALL COURT, SCHAUMBURG, ILLINOIS 60194

93868939

This Security Instrument is given to ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TEXAS 75251

("Lender").

Borrower owes Lender the principal sum of EIGHTY THOUSAND ONE HUNDRED and NO/100----Dollars (U.S. \$ 80,100.00). 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 November 1, 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; (b) the payment of all other sums, with interest, advanced under paragraph 6 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 27 IN SHEFFIELD MANOR UNIT ONE, BEING A SUBDIVISION OF PART OF THE WEST (1/2) OF THE SOUTH EAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD-PRINCIPAL-MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 3, 1971 AS DOCUMENT NO: 2596883.

DEPT-01 RECORDING \$29.00
T40000 TRAN 4656 10/28/93 12:52:00
#9019 # 93-868939
COOK COUNTY RECORDER

PIN # 07-18-403-027

2900

which has the address of 625 KENDALL COURT,

60194
[Zip Code]

[Street]

SCHAUMBURG,
[City]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

[Handwritten signatures]

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note secured hereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note of this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of 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 successor 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 sums 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 9(b). Borrower's covenants and agreements 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. **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 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.

14. **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.

03668939

BFB

UNOFFICIAL COPY

OFFICIAL SEAL
KAREN GLOWACKI MAGGERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-26-94

My commission expires _____

(Printed Name)

Karen Glowacki Maggert
Notary Public

BILL P. BEARD AND BRENDA J. BEARD

The foregoing instrument was acknowledged before me this 27th day of October 1993 by

State of ILLINOIS
County of COOK

§
§

[Space Below This Line For Acknowledgment]

-Borrower
(Seal)

-Borrower
(Seal)

BRENDA J. BEARD - Borrower
(Seal)

BILL P. BEARD - Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any riders (s) executed by Borrower and recorded with it.

- Condominium Rider
- Planned Unit Development Rider
- Growing Equity Rider
- Graduated Payment Rider
- Other [specify]

(Check applicable boxes)

18. 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.

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

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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 in a part of this Security Instrument.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

Property of Cook County Clerk

63865936

UNOFFICIAL COPY

Loan No. 01967637
Borrower: BILL P. BEARD

Data ID: 188

FHA Case No.
1317335356 203B

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22nd day of October, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

ACCUBANC MORTGAGE CORPORATION

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

625 KENDALL COURT
SCHAUMBURG, ILLINOIS 60194
(Property Address)

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

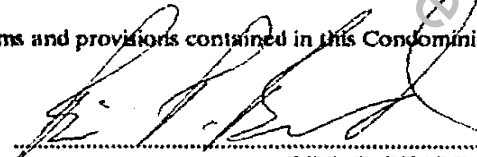
SHEFFIELD MANOR
(Name of Condominium Project)


("Condominium Project"). If the Owners Association or other entity which acts for the Condominium Project ("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. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under paragraph 4 of this Security Instrument 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 and of any loss occurring from a hazard. 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 condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C 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.


.....(Seal)
BILL P. BEARD — Borrower


.....(Seal)
BRENDA J. BEARD — Borrower

.....(Seal)
— Borrower

.....(Seal)
— Borrower

93868939

UNOFFICIAL COPY

Page 1 of 1

Page 1 of 1

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

Page 1

MULTI-STATE PUBLIC RECORDS

93868939

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Loan No. 01967637
Borrower: BILL P. BEARD

Data ID: 188

FHA Case No.
1317335356 203B

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22nd day of October, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

ACCUBANC MORTGAGE CORPORATION

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

625 KENDALL COURT
SCHAUMBURG, ILLINOIS 60194
[Property Address]

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

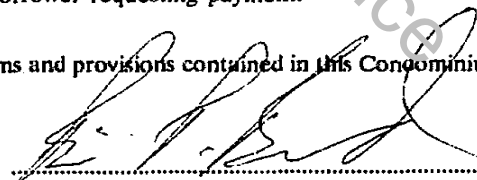
SHEFFIELD MANOR
[Name of Condominium Project]


("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("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. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under paragraph 4 of this Security Instrument 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 and of any loss occurring from a hazard. 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 condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C 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.


.....(Seal)
BILL P. BEARD —Borrower


.....(Seal)
BRENDA J. BEARD —Borrower

.....(Seal)
—Borrower

.....(Seal)
—Borrower

9366939

UNOFFICIAL COPY

10-10-2011

10-10-2011 10:10:11 AM

SEARCHED
SERIALIZED
INDEXED
FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

SEARCHED INDEXED SERIALIZED FILED

Property of Cook County Clerk's Office

93868939