

UNOFFICIAL COPY

CTX MORTGAGE COMPANY
3701 GRAND AVE.
GURNEE, ILLINOIS 60031

204213903

PREPARED BY: SUSAN M. VENSKI

BOX 260

02121959

92951643

(Space Above This Line For Recording Date)

State of Illinois

MORTGAGE

FHA Case No.

131-6948806-703

THIS MORTGAGE ("Security Instrument") is given on
GERALD F. LADNER AND
LENE L. LADNER HIS WIFE

DECEMBER 9, 1992

The Mortgagor is

("Borrower"). This Security Instrument is given to CTX MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF NEVADA
address is P.O. BOX 19000, DALLAS, TEXAS 75219

and whose

("Lender"). Borrower owes Lender the principal sum of

NINETY SEVEN THOUSAND NINE HUNDRED AND 00/100

Dollars (U.S. \$ 97,901.00)

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 JANUARY 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 debts, with interest, advanced under paragraph b 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 Number 4, Area 15, Lot 5 in Sheffield Town Unit Number 4, being a
subdivision of parts of the East 1/2 of the northeast 1/4 of Section 12,
and the west 1/2 of the northwest 1/4 of Section 17, Township 41 north,
range 10, east of the Third Principal Meridian, according to the plat
thereof recorded November 4, 1971, as document number 21699881, in Cook
County, Illinois.

PARCEL TWO:

93131859

Easement appurtenant to the above described real estate as set forth in
the plat of subdivision recorded November 4, 1971, as document number
21699881 and in Declaration recorded October 13, 1979 as document number
21298600 in Cook County, Illinois.



92951643

Pin# 07-18-202-119

which has the address of
Illinois 60194

2017 STANLEY CT., SCHAUMBURG

(Street, City),

(Zip Code) ("Property Address");

FHA Illinois Mortgage - 2/91

Initial: *[Signature]*

4R(ILL) (8103)01

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VMP MORTGAGE FORMS - (313)283-6100 - (800)621-7201

COOK COUNTY RECORDER
#9859 * -53-131859
TRAN 9632 02/19/93 13:33:00
DEPT-01 RECORDING
\$37.00

COOK COUNTY RECORDER
#9859 * -53-131859
TRAN 9632 02/19/93 13:33:00
DEPT-01 RECORDING
\$37.00

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PLEASE RERECORD TO SHOW THE REMOVAL OF THE ATTACHED LEGAL.

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BOX 300

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[Signature]

Fifth, to late charges due under the Note.
Fourth, to amortization of the principal of the Note;
Third, to interest due under the Note;

premiums, as required;
Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance
instead of the monthly mortgage insurance premium;
First, to the mortgage insurance premium to be paid by Lender to the Secretary or in the monthly charge by the Secretary

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or the acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such item is payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-tenth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

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.

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."

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Property of Cook County Clerk's Office

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[Signature]

Title:

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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

Lender, shall be immediately due and payable.
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

taxes, hazard insurance and other items mentioned in paragraph 2.
and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants

Lender's request Borrower shall promptly furnish to Lender records evidencing these payments.
directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or
writing.
Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Property. 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 abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned or the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or extending circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Borrower's Loan Application; Borrower shall notify Lenders of any

in the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

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.
of the damaged Property. 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 insurance proceeds delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made

renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.
insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also against or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires 4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in

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11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification 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 successor 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.

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 or 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 attorneys' 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; (ii) reinstatement will preclude foreclosure on different grounds in the commencement of a current foreclosure proceeding; (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything to the contrary 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 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such insurability. 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.

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

(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.

(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.

9. Grounds for Acceleration of Debt.

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

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.

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Property of Co-Owners

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

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.

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 of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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.

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 a 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.

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.

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.

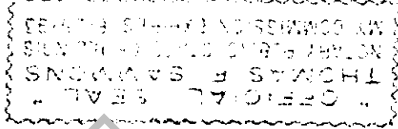
12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint 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.

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SUSAN M. VEMSKI Page 5 of 8

This Instrument was prepared by: (Notary Seal) (Notary Seal)

My Commission Expires: 6-25-93

Notary Public

Given under my hand and official seal, this

THEIR

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I the I HAVE free and voluntary act, for the uses and purposes therein set forth

STATE OF ILLINOIS, THOMAS F. SAWMONS, DENISE L. LADNER, GERALD F. LADNER, DENISE L. LADNER (his wife)

personally known to me to be the same person(s) whose name(s) County set: a Notary Public in and for said county and state do hereby certify

(Seal) Borrower DENISE L. LADNER (Seal) Borrower GERALD F. LADNER (Seal) Borrower

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

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

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 a part of this Security Instrument.

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FHA 1-URR-2/91

B. Borrower promises to pay all due and assessments imposed pursuant to the legal instruments creating and governing the PUD.

A. So long as the Owners' Association (or equivalent entity holding title to common areas and facilities) acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amount, 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 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 Owner's 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 or to common areas and facilities of the PUD, 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.

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

[Name of Planned Unit Development]

SHERFIELD TOWNS

The Property is a part of a planned unit development ("PUD") known as:

[Property Address]

2017 STANLEY CT., SCHRAMBURG, IL 60194

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

CTX MORTGAGE COMPANY

Borrower's Note to or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9TH day of DECEMBER, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, and Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure

PLANNED UNIT DEVELOPMENT RIDER

131-6948806-703

FHA Case No.

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[Space Below This Line Reserved for Acknowledgment]

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Denise J. Ladner
DENISE J. LADNER

(Seal)
-Borrower

Gerald P. Ladner
GERALD P. LADNER

Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD

C. If Borrower does not pay PUD 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.

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