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009755166

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

93195744

DEPT-01 RECORDING
T61111 TRAN 8770 03/16/93 10119100
98455 4 13-195744
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 1ST, 1993**
The mortgagor is **LEODORA WILLIAMS, AN UNMARRIED WOMAN.**

BANK UNITED OF TEXAS FSB
which is organized and existing under the laws of **UNITED STATES**, and whose address is
3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77087

("Lender"). Borrower owes Lender the principal sum of **FORTY FOUR THOUSAND ONE HUNDRED AND 00/100** Dollars (U.S. \$ **44100.00**). 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 **MARCH 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 13 (EXCEPT THE SOUTH 5 FEET) AND LOT 12 (EXCEPT THE NORTH 5 FEET) IN BLOCK 9 IN CRYER'S CALUMET CENTER ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #**89-12-183-047**

93195744

93195744

which has the address of **392 PAXTON AVENUE**
(Street) **CALUMET CITY**
Illinois **60409** **(City)**
(Zip Code) ("Property Address"):

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1076 (0202)

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

Great Lakes Notary Service, Inc. ■
To Order Call: 1-800-520-0001 • FAX: 616-761-1101

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one of three of the actions set forth above within 10 days of the filing of a notice.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, 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

If the funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall make up the deficiency in no more than twelve monthly payments, at Leander's sole discretion.

1. Payment of Principal 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.

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Limited warranties by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines unique conveniences for natural gas and non-natural gas customers with the advantages of record keeping.

Instruments. All of the foregoing is referred to in this Section by instrument or as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

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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 the 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 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. 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. Noticees. 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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100-182-010 XVA (5 COCO-DESOH) 1-300 AMAT 10
■ 100-182-010 XVA (5 COCO-DESOH) 1-300 AMAT 10

single family - single unit property like one-family home or condominium

Следует отметить, что введение в практику института социального капитала в России может привести к значительным изменениям в социальной сфере.

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.

loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

of metropolitan insurance. Losses received by payees may no longer be required, in the option of Lender, to mitigate insurance premiums paid by the payee to Lender for the period that Lender receives payment from the payee.

surrounding environment to the cost to potentially introduce disease previously in the area. However, this may not always be the case as it is often difficult to predict exactly where a new disease will appear based on current knowledge.

Secularly instrumented, Horrocock shall pay the premiums required to maintain the mortgage in existence. He, for any reason, the mortgagor shall pay the premiums required to obtain coverage in case of his death.

8. **Mortgage Insurance.** If Lender's required mortgage insurance is a condition of making the loan secured by this
property.

Any instruments disseminated by Lentder under this paragraph / shall become authority's asset, or Borrower secured by this

In court, paying reasonable attorney fees and entitling one to take repatriation. Although Leander may take action under this paragraph, Leander does not have to do so.

Lenders may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the Property under a Deed-in-Lieu of Foreclosure, promissory note, or combination of both made to the trustee in the original Note.

7. Protection of Lender's Rights in the Property.

of the lease. If Borrower acquires fee title to the Property, the lessee shall not merge unless Lender agrees to the merger in writing.

increases. Rotavirus can also be transmitted by food or water, during the oral-aphthous herpes process, greater than 90% of the time. The main evidence is provided by the Norel, multicenter study, which demonstrated that the incidence of rotavirus infection was significantly higher among children with oral-aphthous herpes compared to those without.

of proceeding to file a complaint with the Board of Ethics, or to dismis-

Unreasonable and arbitrary requirements exist which are beyond Borrower's control. Borrower shall not be responsible for any damage or loss resulting from such requirements.

the execution of this Security Agreement and shall continue to occupy the Property as Borrower's principal residence for a least one year after the date of execution, unless Lender otherwise agrees in writing, which consent shall not be denied without reasonable cause.

Instrument of immediate delivery prior to the acquisition.

Property management fees must be forwarded to the property manager at least 2 weeks in advance of the due date.

the notice is given.

Bankrupt, unwilling to pay sums secured by his Security Instrument, whether or not then due. The 30-day period will begin whether or to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to replace or restore

Under Section 101(1)(B) of the Act, the Secretary may make grants to eligible entities for the purpose of carrying out the purposes of the Act.

shall have the right to hold the policies and renewals, it under-rewards, Borrower shall promptly give to Lender all receipts and paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance carrier and ender, Lender may make proof of loss if not made previously by Borrower.

Lender's option, obtain coverage to protect 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.

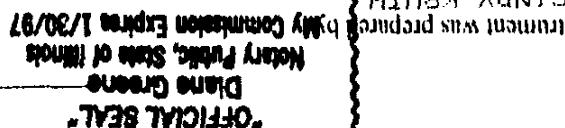
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Form 3014-990 (Page 6 of 6 pages)

1301 N. BASSWOOD, 4TH FLOOR, SCHAUERBURG, IL 60173
(Address)

(Name)



Notary Public

GIVEN under my hand and official seal, this 3rd day of March 1993

(Date)

and delivered the said instrument to HER free and voluntary act, for his uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed

, personally known to me to be the same person(s) whose name(s) is

do hereby certify that LEDORA WILLIAMS

1. THE UNDERSIGNEO

a Notary Public in and for said county and state,

County ss:

Cook

STATE OF ILLINOIS.

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Notarized
(Seal)

Witness:

Witness:

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

- 2A. 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.
- [Check applicable box(es)]
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
- Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
- Balloon Rider Rate Improvement Rider Second Home Rider
- Other(s) [Specify]

2B. 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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