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

ILLINOIS

93238641

MORTGAGE



**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF
THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.
The attached RIDER is made a part of this instrument.**

REC'D-01 RECORDING 142333 1608 1615 05/31/93 05:40:00
142333 1608 1615 05/31/93 05:40:00
142333 1608 1615 05/31/93 05:40:00
COOK COUNTY RECORDER

THIS INDENTURE, made this 26TH day of MARCH 19 93, between

WILLIAM MICHAEL RICE, A BACHELOR,

BANK UNITED OF TEXAS FSB, 3800 SOUTHWEST FREEWAY, #2000, HOUSTON, Mortgagor, and
TEXAS 77027

a corporation organized and existing under the laws of UNITED STATES
Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain
promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date
herewith, in the principal sum of SEVENTY TWO THOUSAND NINE HUNDRED AND 00/100

Dollars (\$ ***72,900.00) payable with interest at the rate of SIX AND 00000/100000
per centum (*44 *6 .000 %) per annum on the unpaid balance until paid,
and made payable to the order of the Mortgagee with office in

or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said
principal and interest being payable in monthly installments of FOUR HUNDRED THIRTY SEVEN AND
00/100

Dollars (\$ *****437.00) beginning on the first day of MAY , 19 93, and
continuing on the first day of each month thereafter until the note is fully paid, except that the final payment
of principal and interest, if not sooner paid, shall be due and payable on the first day of
APRIL , 2023.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of
money and interest and the performance of the covenants and agreements herein contained, does by these pres-
ents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate
situate, lying, and being in the county of COOK and the
State of Illinois, to wit:

UNIT 123-2D TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN
THE COMMON ELEMENTS IN LAKEWOOD CONDOMINIUM AS DELINEATED AND
DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 14233293, AS
AMENDED, IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 71 NORTH,
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

P.T.N.: 07-27-102-019-1810

93238641

PROPERTY ADDRESS: 611 LIMERICK, #2D, SCHAUMBURG, ILLINOIS 60193

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and
the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with
the premises herein described and in addition thereto the following described household appliances, which are,
and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness
herein mentioned;

3380

VML
009891306

STATE OF ILLINOIS

Mortgage

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File for Record in the Recorder's Office of

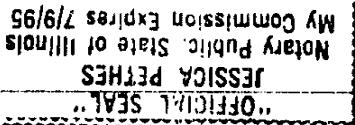
Doc. No.

To

Alt. 19 at day of ,

page

Clerk.



DEBBIE BITTERMAN

This instrument was prepared by:
My Commission Expires:

CERTIFY THAT WILLIAM MICHAEL RICE, a Notary Public in the County and State aforesaid, Do Herby
purposes herein set forth, including the release and waiver of the right of homestead,
name HE signed, sealed, and delivered the said instrument as
that his spouse, personally known to me to be the same person whose
name HE subscribed to the foregoing instrument appeared before me this day in person and acknowledged
that William MICHAEL RICE, a Notary Public in the County and State aforesaid, Do Herby
purposes herein set forth, including the release and waiver of the right of homestead,
name HE signed, sealed, and delivered the said instrument as
that his spouse, personally known to me to be the same person whose
name HE subscribed to the foregoing instrument appeared before me this day in person and acknowledged
that William MICHAEL RICE, a Notary Public in the County and State aforesaid, Do Herby

COUNTY OF UNION COUNTY, ILLINOIS

STATE OF ILLINOIS

C-604

[SEAL]

[SEAL]

[SEAL]

[SEAL]

WITNESS the hand and seal of the Mortgagee, the day and year first written.

THE COVENANTS HEREIN CONTAINED shall bind, and the beneficiaries and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whichever used, the singular number shall include the plural, the singular, and the term "Mortgagee," shall include any payee of the indebtedness hereby secured or any transferee thereof by operation of law or otherwise.

If the independent security is secured hereby by a guarantee of the Mortgagee, title or regulations of this or other instruments executed in connection with said indebtedness of the parties hereto, and any provisions of this or any other instrument executed on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and issued thereunder and in effect on the date hereof shall operate to control the independent security, except as amended to conform thereto.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby to any successor in interest of the Mortgagee, in any manner, hereby received by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner,

if the original liability of the Mortgagee to any holder of the Mortgage, the earlier execution or delivery of such release or satisfaction of the Mortgagee, except as provided in the instrument of conveyance, then this instrument shall be null and void and the Mortgagee shall be relieved of all the covenants and agreements heretofore made in this instrument, and the Mortgagee shall be relieved of all the covenants and agreements heretofore made in this instrument, if the Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements heretofore made in this instrument in full force and effect during any period of time remaining after the date hereof.

THE MORTGAGEE SHALL BE LIABLE IN ANY DEGREE FORCING THIS MORTGAGE AND BE PAID OUT OF THE PROCEEDS OF ANY SALE MADE IN PURSUANCE OF ANY SUCH DECRETE; (1) ALL THE COSTS OF SUCH SUIT OR SUITS, ADVERTISING, SALE, AND CONVEYANCE, INCLUDING REASONABLE ATTORNEYS', SOLICITORS', AND STENOGRAFERS' FEES, OUTLAYS FOR DOCUMENTARY EVIDENCE AND COST OF SIGHT ABSURD EXAMINATION OF TITLE, (2) ALL THE COSTS OF SUCH ADVANCES AS PROVIDED BY THE MORTGAGEE, IF ANY, FOR ANY PURPOSE UNAUTHORIZED IN THE MORTGAGE, WITH INTEREST ON SUCH ADVANCES AS PROVIDED IN THE MORTGAGE, (3) ALL THE ACCRUED INTEREST REMAINING UNPAID ON THE DEPARTMENT OF VETERANS AFFAIRS OR ACCOUNT OF THE GUARANTEE OF INSURANCE OF THIS MORTGAGE, (4) ALL THE COSTS OF PRACTICAL REMOVAL OF THE MORTGAGE, (5) ALL SUMS PAID BY THE DEPARTMENT OF VETERANS AFFAIRS OR ACCRUED ON THE GUARANTEE OF INSURANCE OF THIS MORTGAGE.

SO MUCH ADDITIONAL INDEBTEDNESS SECURED HEREBY AND BE ALLOWED IN ANY DEGREE FORCLOSING THIS MORTGAGE, WHICH ADDITIONAL INDEBTEDNESS SHALL BE A FURTHER LIEN AND CHARGE UPON THE SAID PREMISES UNDER THIS MORTGAGE, AND ALL SUCH EXPENSES SHALL BECOME

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- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
 - II. interest on the note secured hereby; and
 - III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceed-

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To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; nor to suffer any lien out of the mechanics men or material men to attach to said premises; to pay to the Mortgagor, as heretofore provided, until said note is fully paid, ((1) a sum sufficient to pay all taxes and assessments on said premises, or for any tax or assessment that may be levied by authority of the State of Illinois, town, village, or city in which the said land is situated, upon the land premises, during the continuance of said indebtedness, (2) a sum sufficient to keep all buildings that may be on said premises, during the continuance of the ownership thereof; (3) a sum sufficient to keep the land upon which the Mortgagor on account of his ownership thereof, to the benefit of the Mortgagor in such types of hazard insurance, and in such amounts, as may be required by the Mortgagor.

TO HAVE AND TO HOLD the above-described premises, with the improvements and fixtures, unto the said mortgagor, his successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits (the said Mortgagor does hereby expressly release and waive),

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ADJUSTABLE RATE RIDER

VARR
009591306

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ADJUSTABLE RATE RIDER is made this **26TH** day of **MARCH**, **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 **BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #E0000, HOUSTON, TEXAS 77027** (the "Lender") of the same date and covering the property described in the Security Instrument and located at: **611 LIMERICK, #D, SCHAUMBURG, ILLINOIS 60193**

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

JULY 

The interest rate may change on the first day of **JULY**, **1994**, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(A) Change Date

Beginning with the first Change Date, the Interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new index any index prescribed by the Department of Veterans Affairs. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND ONE-HALF** percentage point(s) (***2.500 %**) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

V.A. Multihite ARM Rider - 10/92

 **846 00212**

VMP MORTGAGE FORMS - 13131293 8100 - 1000H21-7291



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VAR2

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(JBS)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable

(c) Effective Date of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the current index and the date it was published, (vii) the method of calculating the change of payment amount, and (viii) any other information which may be required by law from time to time.

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date upon which would be owed on the Change Date if there had been no deferral to payment on the new monthly payment of principal and interest.

The interest rate will never increase by more than one percentage point (1.0%) on any single change date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

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VA ASSUMPTION RIDER

VAAR
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THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

THIS RIDER to the Security Instrument is made this 26TH day of MARCH , 19 93 , and is incorporated hereinafter and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to BANK UNITED OF TEXAS FSB

(the "Lender") of the same date and covering the Property described in the Security Instrument to which this Rider is attached.

The Security Instrument to which this Rider is attached shall be amended by adding thereto the following described paragraphs:

"At the loan holder's option, this loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of Chapter 37, Title 38, United States Code.

A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. §29(b).

Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which Section 1817A of Chapter 37, Title 38, United States Code applies.

If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."

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


WILLIAM MICHAEL RICE

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VA ASSUMPTION RIDER

THE TITLE "SECRETARY OF VETERANS AFFAIRS" SHALL BE
SUBSTITUTED FOR THAT OF "ADMINISTRATOR OF VETERANS AFFAIRS"
EACH TIME THAT IT APPEARS IN THIS DOCUMENT PURSUANT TO THE
PROVISIONS OF SECTION 2, PUB. L. NO. 100-527, THE DEPARTMENT
OF VETERANS AFFAIRS ACT.