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

93322227

93322227

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 28TH, 1993
The mortgagor is AARON T. CRANE AND KATHLEEN M. CRANE, HUSBAND AND WIFE.

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

("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY THOUSAND AND 00/100
Dollars (U.S. \$ 120000.00). 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
MAY 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 70 IN VILLAGE OF PALATINE, CINDERELLA PARK SUBDIVISION, PART
OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED APRIL 22, 1960 AS DOCUMENT NUMBER 17835768,
AMENDED BY A CERTIFICATE OF CORRECTION RECORDED MARCH 27, 1961 AS
DOCUMENT NUMBER 18119008, IN COOK COUNTY, ILLINOIS.

P.I.N. 02-14-111-014

: DEPT-01 RECORDING \$31.00
: T#6666 TRAN 116 04/30/93 09:33:00
: #2551 * 22-322227
: COOK COUNTY RECORDER

BUX
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93322227

31.00

which has the address of 670 WREN AVENUE
(Street)

PALATINE
(City)

Illinois 60067 ("Property Address")

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1078 (0020)

Form 3014-990 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-530-6080 □ FAX 616-291-1131

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(reading of the scroll) Ours is the world.

1301 N BASSWOOD, 4TH FLOOR, SCHAUERBURG, IL 60173

{ २५८ }

JODANNE ALITTO

This instrument was prepared by

ଅମ୍ବାର ପାତ୍ର

—

OFFICIAL SEAL STACEY LAVORINI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/24/94

My commission capsule

Given under my hand and official seal, this 28th day of April, 1913.

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• personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivereded the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

I THE UNDERSIGNED, a Notary Public in and for said county and state,
do hereby certify that AARON I. CRANE AND KATHLEEN M. CRANE

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STATE OF ILLINOIS.

THE UNDERSIGNED

KATHLEEN M. CRANE
Bormaster
(Seal) *Kathleen M. Crane 4/28/13*

AARON I. CRANE
Bormaster
(Seal) *Aaron I. Crane 4/28/13*

ESSAYS

155

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 9 of this Security Instrument and in any riders), executed by Borrower and recorded with it.

Others) [Specify]

Balloon Rider

Graduated Payment

Adjustable Rate

Applicable box(es)

24. Relation to this Security Instrument. If one or more risks are created by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such risk under shall be incorporated into and shall amend and supplement the coverages and agreements of this Security Instrument as if the under(s) were a part of this Security Instrument.

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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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3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the floodplain insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lien as of date(s) agains him or her in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the Lien or (c) secures from the holder of the Lien an agreement satisfactory to Lender to pay the Lien within 10 days of the filing of notice.

3. Charges, interest, attorney fees and expenses, damages, losses and expenses as a consequence of the nonpayment.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess in accordance with the requirements of applicable law.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay under the Note, principal of and interest on the Note and any prepayment and late charges due under the Note, premiums or fees under the Note and any prepayment and late charges due under the Note, taxes and assessments which may attach priority over this Security instrument as a lien on the Note; (a) yearly leasehold payments on ground rents on the Property, if any; (b) yearly property insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearlylood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in each case with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a creditarily related mortgage loan may require for Borrower, except under the general Recast Settlement Funds Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., ("RESPA"), unless another law that applies to the Funds is a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

UNIFORM CONTRACTS. Borrower and Lender covenant and agree as follows:

Limited editions by janschilder le constitute a unique security instrument covering real property.

Powerful warrants and will defend generally the title to the property against all claims and demands, subject to an encumbrances of record.

BORRWER LOUVENANS (*intra* Borower), is lawfully seized of the estate thereby converted and has the right to

TOGETHER WITH all the improvements now or hereafter erected on the property. All replacement and additions shall also be covered by this Security Agreement. All of the foregoing is referred to in this Security Instrument as the "Property".

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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 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 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. 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 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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UNIFORM INSTRUCTIONS - COMMERCIAL DOCUMENTS 9/90 (page 3 of 6 pages)

For more information on how we can help you to manage your risk, contact us or visit our website at www.riskmanagement.com.

9. Inspection. Landlord or his agent may make reasonable entries upon and inspections of the Property; render such give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. **Amortization**: Borrower shall pay the principal amount secured by this security instrument, Borrower will make a contribution of making the loan secured by this and Lender's right of acceleration.

Any amounts disbursed by Lentder under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lentder 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 Lentder to Borrower requesting

In contrast, paying reasonable adoptions fees and calculating on the property to make expenses, although lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lenders' Rights in the Property. It shall never fail to perform the covenants and agreements contained in this Security Instrument, or if it does so a legal proceeding therefor may significantly affect Lenders' rights in the property (such as a proceeding in bankruptcy), provide, for condemnation or for seizure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the property and Lender's rights in the property.

to the merger in writing.

6. **Deeupanah, Deservalion, Jamiteneah and Protection of the Property; Borrower's Loan Application;**
Transferees, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless, Lender approves extra which are beyond Borrower's control. Borrower shall not be liable for any damage or impact the Property to deteriorate, or commit waste on the Property. Borrower shall not be liable for any tortious action or proceeding, whether civil or criminal, to begin in Lender's good faith judgment or conduct resulting in tortious or otherwise malfeasance, impair the loan created by this Security Instrument or the Property or Lender's security interest in the Property or other interest in property in Lender's sole discretion.

of proceedsing to be distributed with Borrower may use such a defense and remittee; as provided in paragraph 18, by causing the action or proceeding to be dismissed with Borrower's good faith determination, precluded, or otherwise ineffective or ineffective. Borrower shall also be in default if the loan created by this Security Instrument or Lender's security interest in the Property or other interest in property in Lender's sole discretion, fails or becomes ineffective.

Inaccucate information or statements to Lender or provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as a principal residence. If this Security Instrument is in a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold shall not merge unless Lender's interest in the lease, or the lease, is terminated.

The loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as a principal residence. If this Security Instrument is in a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold shall not merge unless Lender's interest in the lease, or the lease, is terminated.

Instrumental intermediates prior to the acetylation.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If
under paragraph 21 the property is acquired by Lender, Borrower's right to any insurance policies resulting
from damage to the property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security
Deed.

The notice is given in accordance with the requirements of section 11(2)(b) of the Act.

The Properties or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when

Lender may sue the trustee or receiver to recover or restore all or any part of the insurance proceeds.

Lender may make payment of loss in not made promptly by Borrower.

of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

shall have the right to hold the policies and renewals. If Lender receives demands, notices or other papers shall promptly give to Lender all receipts

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause.

Lenders' option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Bowmer subject to Lander's approval which shall not be unreasonable withheld.