

027734-151

DEPT. OF RECORDS 821.50
1907-1908 2407 12/17/93 12126104
16811 1-07-035451

Please Allow Two Weeks For Recording Date

MORTGAGE

Loan No. 77000-0

THIS MORTGAGE ("Security Instrument") is given on November 24, 1993. The mortgage is
AND THOMAS and JENNIFER THOMAS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
UNITED FINANCIAL SERVICES CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 600 WENTWORTH DRIVE, SUITE 204, OAK BROOK, ILLINOIS 60451
("Lender"). Borrower owes Lender the principal sum of

seventy-seven thousand four hundred and
00/100 Dollars (U.S. \$ 77,400.00)

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 December 1, 2021.
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 debts, 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 the
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
County, State

defined property located at
0000 IN J. S. NEWCOMB'S COUNTY CLAY HILLS SECOND ADDITION, BEING A
SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH,
RANGE 13, EAST OF THE THIRD RANGE, MERIDIAN, ACCORDING TO THE PLAT
SHOWING BEINGED JUNE 6, 1907, AS EXEMPT NUMBER 16701222, IN OAK
COUNTY, ILLINOIS.

Lot 43

FOR 21-01-109-016
which is the address of
Borrower

4441 W. 109th STREET
("Property Address")

COUNTY CLAY HILLS STATE ILL.

Record to amend -
PONSOMERS FILED C-4347

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Property of Cook County Clerk's Office

DEPT-01 RECORDING 431.5
T+2222 TRAM 6369 08/02/94 16:27:00
47603 4 KB #-94-633403
COOK COUNTY RECORDER

94683403

3. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning included within the term "extended coverage" and any other hazards, including theft or flooding, for the full amount of the replacement value. The insurance shall be maintained in the amount and for the periods that Lender requires. The borrower shall provide the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and records shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and records. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and covered amounts. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to satisfaction or repair of the Property damaged. If the satisfaction or repair is unreasonably delayed or Lender's security is not insured, if the satisfaction or repair is not economically feasible or Lender's security is not insured, the insurance proceeds shall be applied to the amount covered by this Security Instrument, whether or not there is any amount paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to make a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay any amount covered by the Security Instrument, whether or not there is. The 30 day period will begin when the notice is given.

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 paragraph 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 and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums covered by the Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property;** Borrower's Loan Application; Lender's. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 30 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 consummation, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless continuing circumstances exist which are beyond Borrower's control. Borrower shall not allow damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be liable for any tortious action or proceeding, whether civil or criminal, or begun first as Lender's good faith judgment would require, for tortious Property or otherwise materially impair the lien covered by this Security Instrument or Lender's security interest. Borrower may once each default and arrears, as provided in paragraph 11, by causing the action or proceeding to be discontinued with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other remedy. Borrower, during the loan application process, gave voluntarily false or inaccurate information or statements to Lender or failed to 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 the Security Instrument is or is in default, Borrower shall comply with all the provisions of the loan. If Borrower acquires fee title to the Property, the household and the fee title shall not escape unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and shall pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under the paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 respecting payment.

8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan covered by the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage lender approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance. Loan reserve

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Handwritten initials and marks at the bottom right of the page.

Property

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property is 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 those sums prior to the expiration of this period, Lender may exercise any remedies provided by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have extinguished all of the Security Instrument documented at any time prior to the earlier of (a) 5 days (in such other period as applicable from any option 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. Three conditions are that Borrower (a) pays Lender all sums which are due to it under the Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other debt or agreement; (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 ensure that the loss of this Security Instrument, Lender's rights in the Property and Borrower's obligations 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 18 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, 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 in normal residential use 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 in violation of any Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, of any removal or other remediation of any Hazardous Substance affecting the Property, it is necessary, Borrower shall promptly take all necessary remedial action in accordance with applicable 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: (a) gases, vapors, liquids, other flammable or toxic petroleum products, including gasoline and kerosene, volatile solvents, paints containing acetone 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 this 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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DELIVER TO:
UNITED FINANCIAL MORTGAGE CORP.
600 ENTERPRISE DRIVE, STE. 204
OAK BROOK, ILLINOIS 60521

24 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 boxes)

- Adjustable Rate Rider
- Scheduled Payment Rider
- Balloon Rider
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any instruments executed by Borrower and recorded with it.

Witness: _____ (Seal) Borrower

AND THOMAS

Witness: _____ (Seal) Borrower

CEBRA THOMAS, HUSBAND AND WIFE

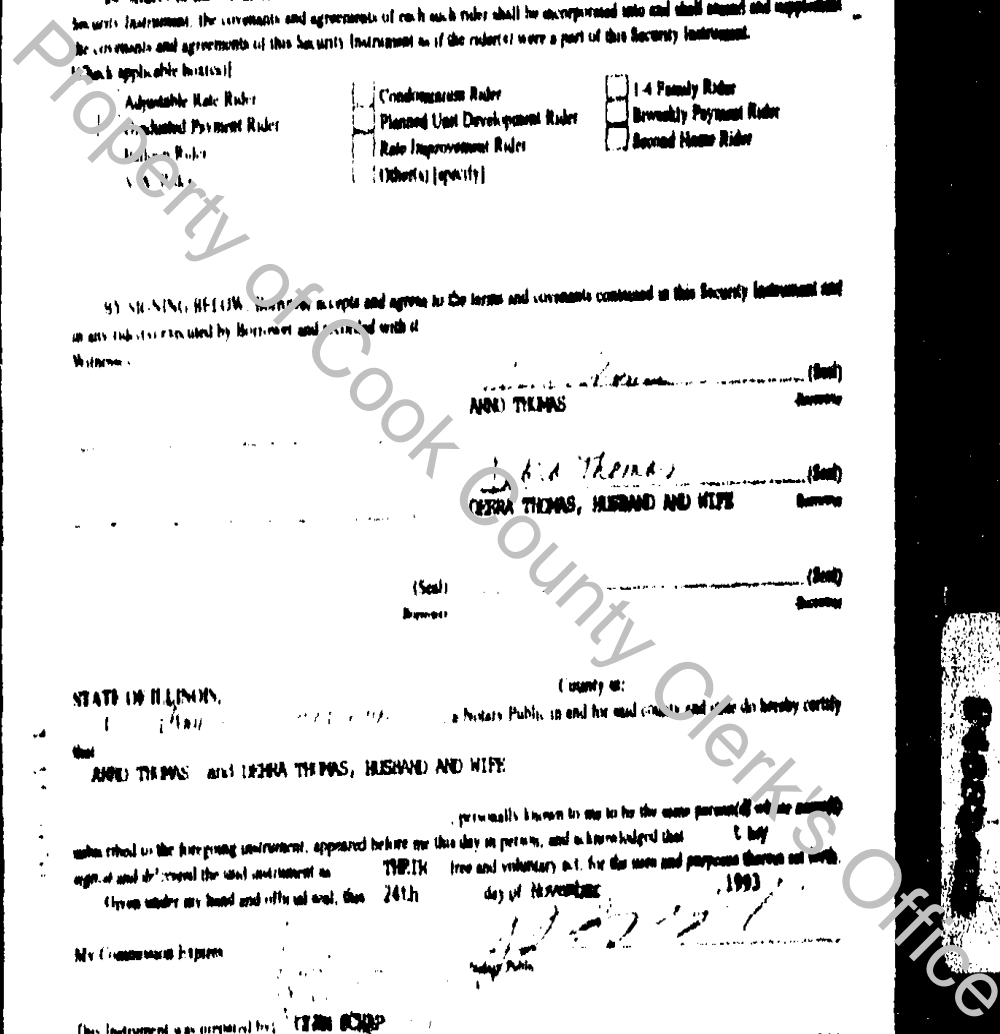
Witness: _____ (Seal) Borrower

STATE OF ILLINOIS, County of Cook
I, _____, a Notary Public in and for said county and state do hereby certify that AND THOMAS and CEBRA THOMAS, HUSBAND AND WIFE

personally known to me to be the same person(s) who executed this instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this 24th day of November, 1993.

My Commission Expires _____ Notary Public

This instrument was prepared by: TEAM GROUP Form 2014 000



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Is / OF 03635451
Rose White
RECORDED
COOK COUNTY