

PREPARED BY:  
NANCY GERENT  
CHICAGO, IL 60646

# UNOFFICIAL COPY

92142814

RECORD AND RETURN TO:

INDEPENDENT LENDERS, INC.  
4801 WEST PETERSON #401  
CHICAGO, ILLINOIS 60646

[Space Above This Line For Recording Data]

## MORTGAGE

09-58-34817

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 26, 1992. The mortgagor is  
THOMAS P. SULLIVAN  
AND KATHLEEN W. SULLIVAN, HUSBAND AND WIFE

(\*Borrower"). This Security Instrument is given to  
INDEPENDENT LENDERS, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 4801 WEST PETERSON #401 CHICAGO, ILLINOIS 60646 ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 125,000.00). 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 1, 2007. 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 SEVEN (7) IN SOUTH BARRINGTON GREEN UNIT 2- PHASE 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ON SEPTEMBER 21, 1977, AS DOCUMENT NUMBER 2968537, IN COOK COUNTY, ILLINOIS.

01-22-401-032	DEPT-01 RECORDING	\$3.50
	1M0000 TRAN 0099 03/05/92 14:12:00	
	N0438 * 1 *-92-142814	
	COOK COUNTY RECORDER	

which has the address of 23 BRECHINUP DRIVE, SOUTH BARRINGTON, Illinois 60010 (Property Address); Zip Code

Street, City,

ILLINOIS-Single Family-Family Mac/Freddie Mac UNIFORM INSTRUMENT

GRANT DEED

WITH MORTGAGE FORMS - 10-10283-0100 - 0000-25-75-01

Page 1 of 6

Form 3014-900

1/1/94

DPS 1008

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

**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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**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.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance 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 federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets 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.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) contests in good faith the lien by, or defends against enforcement of the lien 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 subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Form 3014 9/90  
DPS 1981

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39-3124

Any amounts disbursed by Leader under this paragraph 7 shall become additional debt of Fourwater segment by this Security Instrument. Unless Fourwater and Leader 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 Leader to Fourwater requesting

7. Protection of Landlord's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if 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 of repossessions), then Lender may do and proceed in accordance with applicable law.

postpone the due date of the monthly payments intended to be paid in installments. It under paragraph 21 of the Property Act as amended by Law 1, Borrower's right to any insurance policies and proceeds resulting from

All insurance policies and renewals shall be noncancelable for a period not less than one year and for as long as premiums and renewals shall be paid in full.

3. **Limited or Property Insurance.** However, it will keep the improvements now existing or heretofore erected on the property, obtain coverage of those lands and buildings in the property insurance with property of

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09-58-34817

payments may no longer be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**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.

**10. 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 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 the 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.

DPB 1082  
Form 3014 3/90  
*[Signature]*

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Form 301A 9-39  
DPS 1093

23. As a user of Tomcat, whenever we will run it on the local machine in the Property.

22. Release. Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

**NON-UNIFORM COVENANTS.** Rightower and Fender limited covenant and agree as follows:

designed to use such a mechanism to the fullest.

**20. Hazardous Substances** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances of any kind.

19. **Safe of Note** ("safe of Note" means without prior notice to Borrower). A safe may result in a change in the entity (borrower instrument) may be sold off or more times without prior notice to Borrower. The Note or a partial interest in the Note together with this Security interest of Note of Loan Service. The Note or a partial interest in the Note together with this Security interest of Note of Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

(ii) Under exercises this option, Lender shall give Borrower notice of exercise, 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.

is void of trespass (or if it is committed without intent to damage or injure) and is not a criminal offence under the law of the State or territory in which it is committed.

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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 box(es))

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- 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 rider(s) executed by Borrower and recorded with it.

Witness

THOMAS P. SULLIVAN

(Seal)  
Borrower

Witness

KATHLEEN W. SULLIVAN

(Seal)  
Borrower(Seal)  
Borrower(Seal)  
Borrower

STATE OF ILLINOIS, COOK

County ss:

Cheryl A. Baker  
county and state do hereby certify that

THOMAS P. SULLIVAN AND KATHLEEN W. SULLIVAN, HUSBAND AND WIFE

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing 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 26th day of

February 1992.  
Cheryl A. Baker

My Commission SEAL

CHERYL A. BAKER

Notary Public, State of Illinois  
My Commission Expires 2/15/95

Notary Public

5244281

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2020 RELEASE UNDER E.O. 14176 - THIS IS A PUBLIC RECORD

BRUNSWICK  
1900

AS STIPULATED BELOW, BORROWER AGREES TO GIVE NOTICE AND PROVIDE COALITION IN THE PLATE RIDGE

**4. REMBATES.** If Borrower does not pay full dues and interestments when due, then Lender may pay them. Any payments disbursed by Lender under this paragraph or a shall become additional debt of Borrower measured by the Generally Accepted. Under Borrower and Lender agree to defer certain of payment, those amounts shall bear interest from the date of disbursement to the first date paid shall be payable, with interest upon

(iii) examination of professional management and assembly of self-management of the owners' association, or

By law or other easement or in the case of a holding by some other holder than the owner of the land.

(ii) 80% randomization of the PUD, except for a randomization of 20% allocation required by law in the case of studies intended to evaluate the property of a generic test.

**E. LENORE & RICHARD CONGRANT BONWELL** (husband and wife) filed a complaint for divorce against the Plaintiff, the Plaintiff's husband, and the Plaintiff's son.

condemnation as provided in Uniform Construction Contract 10.

public liability insurance policy acceptable in form, substance, and extent of coverage to satisfy

C. PUBLIC LIABILITY INSURANCE: Borrower shall take such actions as may be necessary to insure that the Owner's classification of the

and facilities of the PJD, any proceeds payable to Bantwana, with any excess paid to Denebowl, shall be paid to Gander, under such application as the funds donated by the Bantwana instruments, with any excess paid to Denebowl.

Government of Saint Lucia provides a range of services to its citizens, including health care, education, and social welfare.

(iii) Burrows & Orligård under Ulsterian coverages is so mineralized hazard lithotechnic coverage on the Property is deemed related to the distinct sheet the required coverage is provided by the Owner's Aerial Survey polly.

(ii) **Landowner Wishes**: She provided information to historians Cuthbertson & Cuthbertson (2002) for the monthly survey of the Loughor. In this survey parameters used were as follows:

During the following two days, the author made a series of observations on the hazards leading to fatalities, including the sand hazard described earlier.

### **8. HAZARD INTEGRATION, 30 JUNE 2012 - THE OWNERS ASSOCIATION MAINTAINS, WITH A PARTNERLY APPROACHED INTEGRATION CENTER, A PROCESS TO IDENTIFY**

ASPECTS OF THE OWNERSHIP STRUCTURE AND THE FIRM'S PERFORMANCE

A STUDY OF OBLIGATION IN BURDERSA AND POWERS OF ATTACHEMENT UNDER THE ELDI & CONSTITUTIONAL DOCUMENTS. The Constitution guarantees the right of ownership (III) articles of possession, titles, instrument of any equivalent documents which creates the owner's

**PUB GOVERNANTS.** In addition to the covanants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

Figure 400 illustrates the property boundaries described in the previous section. The boundary of the property is shown as a dashed line, and the property is shaded with a diagonal pattern.

(See "BUDDY". The Property also includes Dornhoefer's interest in the chromosomes besides ownership of equilibrant assays during the development

**THE GOVERNANTS, CONDUITING AND RESTRUCTURING OF RECORDS** **SOUTH BARRINGTON GROUP** **The Property is a part of a planned unit development known as**

This property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

23 BEEGHUMUT DRIVE, SOUTH BARTON, ILLINOIS 60019  
THE LEADERSHIP OF THE LEADS DATES AND COVERING THE PROPERTY DESCRIBED IN THE SUBSCRIPTION  
11100 BEECHMONT DRIVE, SOUTH BARTON, ILLINOIS 60019

INDEPENDENT LENDERS, INC.  
same date, given by the undersigned (the "Borrower") to receive Demand Note to

THIS PLANNED UNIT DEVELOPMENT RIDGE IS MADE THIS 26TH DAY OF FEBRUARY

#### **PLANNED UNIT DEVELOPMENT RIDER**