

UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY
THE FIRST SECURITY OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 600
CITY OF INDUSTRY, CALIFORNIA 91706
100% FINANCING
ALL NOTES TO TENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS

92215122

MORTGAGE

THIS MORTGAGE (a Security Instrument) is given on _____
19__ at _____ The mortgagors are _____

to Borrower a (1) security instrument given to HOME SAVINGS OF AMERICA FSB which contains a lien existing
under the laws of the United States of America and whose address is 2900 Riverchase Road, Irwindale, California
91706 (100% Financing) Borrower owes a loan under the primary amount of _____

_____ of _____ Illinois
dated the same date as the Security Instrument No. _____ which provides for monthly payments with the full amount not
paid earlier due and payable _____ This Security Instrument
secures to Lender and the assignee of the debt evidenced by the Note with interest, all lawful extensions and
modifications of the Note, the balance of all other debts with interest, a fractional part of a dollar to effect the
security of this Security Instrument and the payment of Borrower's obligations and settlement under the Security
Instrument and the Note. For this purpose, Borrower hereby assigns and conveys to Lender for the following
described property located in _____ County, Illinois _____

179 50
180000 1994 09 01 22 12 13 00
09429 0 0 22 10122
COOK COUNTY RECORDER

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which has the address of _____
Illinois _____

TOGETHER WITH all the improvements now or hereafter which on the property are fixtures, appurtenances,
and fixtures now or hereafter a part of the property. All spaces, pits, and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to as this Security Instrument on the Property.

Borrower covenants and warrants 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 not a part of any trust, except for certain trusts of Lender, and that
and will defend beneficially the title to the Property against all claims and demands, subject to any encumbrances of record.

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

[Handwritten signature]

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6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, preserve, maintain 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any tortious action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remedy as provided in paragraph 35. Notwithstanding the action or proceeding to be dismissed with a ruling that in Lender's good faith determination precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest, Borrower shall always be in default if Borrower during the loan application process, provides false or inaccurate information or information of Lender not to be provided to Lender with any material information contained on the contract with the loan evidenced by the Note, including, without limitation, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower occupies the lot on the Property, the leasehold and the fee title shall not merge 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 this Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in the Property such as a proceeding in bankruptcy, probate, insolvency or liquidation or to enforce or to enforce laws or regulations, then Lender may do and pursue any action necessary to protect the value of the Property, and Lender shall take in the Property. Lender's actions may include, but are not limited to, any suits secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees, and entrance on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender will not have to do so.

Any amounts due under by Lender under the paragraph 7 shall be an 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 delinquency at the Note rate and shall be payable with interest approximately to Lender by Borrower in part payment.

8. Mortgage Insurance. Lender is required to obtain mortgage insurance and to maintain the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. After any reason, the mortgage insurance covering the Property, Lender, Lender's assignee or assignee of Lender shall pay the premiums required to obtain coverage, said premiums shall be paid by Borrower, or if Borrower is unable to pay, then the premiums shall be paid by Lender. If a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously mentioned is available from an alternative mortgage insurer approved by Lender, Lender may elect to obtain mortgage insurance from that insurer if it is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium to be paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept and retain these payments as a loan reserve in lieu of mortgage insurance. Loss reserve payment may no longer be required at the option of Lender if mortgage insurance coverage for the amount and for the period that Lender requires is 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 or is otherwise with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable inspections and repairs of the Property. Lender shall give Borrower notice at the time of or prior to an inspection, providing reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for condemnation, destruction, or consequential incumbrance with any condemnation or other taking of any part of the Property, or for condemnation, destruction, or consequential incumbrance, shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the amount secured by this Security Instrument, whether or not from the award or claim, paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property, net of all taxes, is equal to or greater than the amount of the sums secured by this Security Instrument, the award or claim shall be paid to Borrower, and Lender's assignee or assignee, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds, and the balance shall be paid to Borrower immediately before the taking. If the award or claim is less than the fair market value of the Property, immediately before the taking, the 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, net of all taxes, is less than the amount of the sums secured by this Security Instrument, the sums secured by this Security Instrument shall be applied to the sums secured by this Security Instrument, whether or not from the award or claim, immediately before the taking, and the balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment affects its market value for setting a claim for damages, Borrower fails to respond to Lender within 30 days of the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to satisfaction of any part of the Property, or to the sums secured by this Security Instrument, whichever is applicable.

Unless Lender and Borrower otherwise agree in writing, any application or request for payment shall not extend or postpone the due date of the monthly payments provided in paragraph 3 and 4 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Last payment of the time for payment of principal or amortization of the sums secured by this Security Instrument or the time for payment of principal or amortization of the sums secured by this Security Instrument shall not operate to release the liability of the original Borrower or Borrower's assignee or assignee to Lender. Lender shall not be required to continue a proceeding, actual or constructive, to enforce or to enforce the time for payment of principal or otherwise modify any amortization of the sums secured by this Security Instrument, or any demand made by the original Borrower or Borrower's assignee or assignee, if any tortious action by Lender or its assignee or assignee, which shall be a waiver of or preclusion of or discharge 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 Lender and Borrower to the successional system 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 is a co-signer of this Security Instrument, and any co-signer who is not a party to the Note is not a party to the Note, and for the term of this Security Instrument, shall be jointly and severally obligated to pay the sums secured by this Security Instrument, and is authorized that Lender and any other person may agree to extend, modify, forbear, or make any accommodations with respect to the terms of this Security Instrument to the Note, without that Borrower's consent.

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23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

22. **Release.** Lender shall release the Security Instrument and the Property to Borrower without charge to Borrower, if all sums secured by the Security Instrument and the Property are paid in full to Lender.

21. **Acceleration.** Borrower shall give notice to Lender prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 of the Security Instrument, the notice shall specify the date specified in the notice by which the default must be cured, and that failure to cure the default on or before the date specified in the notice by which the default must be cured, and that failure to cure the default on or before the date specified in the notice by which the default must be cured, shall constitute after acceleration after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other defense of Borrower to acceleration and immediate payment in full of all sums secured by the 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.

20. **Hazardous Substances.** Borrower shall be responsible for the removal, containment, and cleanup of any hazardous substances on the Property, including, but not limited to, asbestos, lead, and other hazardous materials. As provided in the deed, Borrower shall be responsible for the removal, containment, and cleanup of any hazardous substances on the Property, including, but not limited to, asbestos, lead, and other hazardous materials. As provided in the deed, Borrower shall be responsible for the removal, containment, and cleanup of any hazardous substances on the Property, including, but not limited to, asbestos, lead, and other hazardous materials.

19. **Settlement of Title.** Borrower shall be responsible for the settlement of title for the Property, including, but not limited to, the payment of all taxes, recording fees, and other charges. Borrower shall be responsible for the settlement of title for the Property, including, but not limited to, the payment of all taxes, recording fees, and other charges.

18. **Right to Reinstall.** If Borrower is in default under the Security Instrument, Borrower shall have the right to have any equipment, furniture, or other personal property removed from the Property, and to have the same reinstalled on the Property, at any time during the period of default, provided that Borrower pays all sums due to Lender and the Property is not in foreclosure proceedings.

17. **Transfer of Property or a Beneficial Interest in the Property.** Borrower shall be responsible for the transfer of the Property or a beneficial interest in the Property, including, but not limited to, the payment of all taxes, recording fees, and other charges. Borrower shall be responsible for the transfer of the Property or a beneficial interest in the Property, including, but not limited to, the payment of all taxes, recording fees, and other charges.

16. **Borrower's Copy.** Borrower shall be responsible for the preparation and maintenance of a copy of the Security Instrument, and shall provide a copy of the Security Instrument to Lender upon request. Borrower shall be responsible for the preparation and maintenance of a copy of the Security Instrument, and shall provide a copy of the Security Instrument to Lender upon request.

15. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the State of California, and the law of the State of California shall apply to the interpretation of this Security Instrument. If any provision of this Security Instrument is held to be unenforceable, the remaining provisions shall survive and be enforceable.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the Property address or other address designated by Borrower, or by first class mail addressed to the Property address or other address designated by Borrower. Any notice to Lender shall be given by first class mail addressed to the address designated by Lender, or by first class mail addressed to the address designated by Lender.

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 any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may, however, 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.

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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 set forth in a rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument, and the riders will be a part of this Security Instrument. [Check applicable boxes.]

- Adjustable Rate Rider
- Construction Rider
- 1-3 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Others (specify)

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

Witnesses:

 (Seal)
 --- Borrower

 (Seal)
 --- Borrower

 (Seal)
 --- Borrower

 (Seal)
 --- Borrower

(Space Below This Line For Acknowledgment)

I, NOTARY PUBLIC, of the County of COOK, State of Illinois, do hereby certify that JOHN J. SWEENEY, JR. and DEBORAH ANN SWEENEY personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they executed and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of February, 1998.

My commission expires 02/28/01.

 Notary Public

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