

PREPARED BY:  
NATALIE A. MCALPIN  
DEERFIELD, IL 60015

UNOFFICIAL COPY 93194301

MAR 16 1993 02

93194301

RECORD AND RETURN TO:

CENTURION FINANCIAL GROUP, INC.  
104 WILMOT - SUITE 200  
DEERFIELD, ILLINOIS 60015

[Space Above This Line For Recording Data]

## MORTGAGE

906761

THIS MORTGAGE ("Security Instrument") is given on MARCH 9, 1993  
DANIEL C. DOLAN  
AND CYNTHIA M. DOLAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
CENTURION FINANCIAL GROUP, INC.

which is organized and existing under the laws of  
address is 104 WILMOT - SUITE 200  
DEERFIELD, ILLINOIS 60015  
ONE HUNDRED NINETEEN THOUSAND  
AND 00/100

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 APRIL 1, 2008

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 13 IN BLOCK 18 IN POPLAR HILLS UNIT NUMBER 4, BEING A SUBDIVISION  
OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH,  
RANGE 9 AND A PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP  
42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING  
TO THE PLAT THEREOF RECORDED MARCH 10, 1978 AS DOCUMENT NUMBER  
24,358,401, IN COOK COUNTY, ILLINOIS.

02-19-325-013  
VOL. 149

which has the address of 4230 CRIMSON DRIVE, HOFFMAN ESTATES  
Illinois 60195 ("Property Address");  
Zip Code

Street, City

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3014 D/90  
Title: DCD /and  
Date: 03/16/93

VMP MORTGAGE FORMS • (313)283-8100 • (800)621-7391

Page 1 of 6

DPS 1088

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Form 301a  
DPA 1030  
Date: [REDACTED]

Page 2 of 2

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none of the options set forth above within 10 days of the giving of notice.

If Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or this Security Instrument, Lender determines that any part of the property is subject to a lien which may attach prior to or after this Security Instrument, if (e) securities from the holder of the lien an agreement satisfactory to Lender after defaulting the lien to another of the lien, or (f) defrauds against enforcement of the lien in, legal proceedings which in the Lender's opinion operates to prevent the Lender, or defrauds against enforcement of the lien in a manner incapable to Lender; (g) conspires to good faith the Lender writing to the payment of the obligation secured by the lien in a manner incapable to Lender; (h) agrees in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of motions to be paid under this instrument to the person owed payment provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly these obligations in the manner provided in paragraph 2, unless Borrower shall pay them on time directly which may attach priority over this Security Instrument, and leave hold payments or ground rents, if it is Borrower shall pay which may attach assessments, charges, fines and impoundments attachable to the Property.

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impoundments attachable to the Property, to interest due; first, to any late charges due under the Note;

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2;

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sum secured by of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as credit against the sum secured by Funds held by Lender, if, under paragraph 2, Lender shall receive or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any unused portion of the Funds held by Lender, in accordance with the requirements of applicable law.

If the excess Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower time is not sufficient to pay the Escrow items when due, if the amount of the Funds held by Lender in any for the excess Funds held by Lender to be paid, Lender cannot not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise, unless an affidavit is made or a charge, however, Lender may require Escrow items, unless Lender pays Borrower for an independent real estate tax reporting service a charge, to the Funds was made, the Funds are pledged as collateral security for the amount necessary to pay the Escrow items or a charge for holding and applying the Funds and applicable law permits Lender to make such Escrow items, Lender may not charge Escrow items, unless Lender applies the funds held by 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, 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 Escrow items, unless Lender applies the funds held by Lender, in accordance with, or entity escrow items or otherwise in accordance with applicable law.

The Funds may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future 1974 is demanded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law applies to the Funds less than 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, 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 the provisions of paragraph 8, in lieu of the payment of monthly insurance premiums. These items are called "Escrow Items," if any); (e) yearly mortgage insurance premiums, if any; (d) any sums payable by Borrower to Lender to cover damage with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasedhold premiums, and assessments which may attach priority over this Security Instrument as a lien on the Property, a sum ("Funds"); (or; (a) yearly taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full, a written waiver by Lender, Borrower shall pay to 2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges:** Borrower shall promptly pay when due the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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."

TOGETHER WITH ALL the 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.

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard(s) included within the term "extended coverage," and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing 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 renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. 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 restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. 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 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 and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.** 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 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 forfeiture 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 reinstate, as provided in paragraph 16, by causing 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 also be in default if Borrower, during the loan application process, gave materially 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 this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to 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 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 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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 requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this 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 insurer 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 loss reserve in lieu of mortgage insurance. Loss reserve

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Form 3014 0/00

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16. **Holloway's Copy.** Holloway shall be given one conforming copy of this Note and of this Settlement.

TO THE SPANISH

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the county in which it was executed or where each party has its principal place of business, whichever is more favorable to the parties.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery using or by mailing

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 form charges collected as to the collection 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 below the permitted limits; then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge below the permitted limits; and (c) any sums already collected from Borrower which exceeded the permitted limits will be refunded to the permitted limits; and (d) if a refund reduces principal, the reduction will be treated as a partial prepayment under any agreement to borrow. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment 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. It is recommended that you consult your attorney before signing this instrument.

(2), successors and assigns, bound, joint and several liability; and (3), the executors and administrators of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Note.

(1) Authorization of the sums secured by the 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 release the liability of the original Borrower or Borrower's successors in interest if the original Borrower or Borrower's successors in interest fails to pay him in full the amount of the principal and interest due under the Security Instrument.

Unless Lesander and Borrower otherwise advise in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of clause 10 amount of such payments.

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

market value of the property immediately before the filing is less than the amount of the debts secured immediately before the filing, unless the otherwise unpayable law otherwise provides, the proceeds shall be used to pay the debts.

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

This security instrument shall be rendered by the amount of the proceeds multiplied by the following fraction: (a) the total

Secondly, instruments immediately before the linking, unless Bufferword and Leader otherwise agree in writing, the sums referred by

whether or not then due, with any excess paid to Bertoower. In the event of a partial taking of the Property in which the last

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, sum due paid to trustee.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

borrower notices at the time of or prior to an inspecion specifying reasonsable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Payments may no longer be required, at the option of Landlord, if mortgagor's insurance coverage (in the amount and for the period that Landlord has elected) affords him/her/men/men and Landlord of mortgage law.

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**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 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.

DPB 1083  
Form 3014 D&B  
Date: 5/20/02

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DPS 1084

OFFICIAL SEAL  
DENISE DREWKE  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/5/94  
REGS 8016

My Commission Expires:

Office Automation

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as charain set forth  
day of 9 March

me this day in person, and acknowledge I do THEY signed and delivered the said instrument as THEIR Personnally known to me to be the same persons (whosa names) subscribed to the foregoing instrument, appeared before

DANIEL C. DOLAN AND CYNTHIA M. DOLAN, HUSBAND AND WIFE

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country and state do hereby certify the

### Counties:

, a Notary Public in and for said

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STATE OF ILLINOIS,

**• Notary Public** will be in and for sale.

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Borrower

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POWER

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CYNTHIA M. DOUAN

Winess

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Second Home Rider

24. Pictures to this Security Instrument, it one or more riders are executed by Borrower and recorded together with this Security Instrument, the documents and agreements of each such rider shall be incorporated into and shall amend and supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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