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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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1981  
PREPARED BY: C. ROSELL

MORTGAGE

THIS INSTRUMENT ("Security Instrument") is given on SEPTEMBER 26 1980 by the mortgagor is MARIE T. SULLIVAN, AN UNMARRIED WOMAN ("Borrower"). This Security Instrument is given to BANK OF COMMERCIAL AND INDUSTRY ILLINOIS, which is organized and existing under the laws of ILLINOIS, and whose address is 6100 N. NORTHWEST BLDG WAY, CHICAGO, IL 60631 ("Lender").

Amount of loan is FIFTY-ONE THOUSAND TWO HUNDRED AND 00/100 Dollars (U.S. \$ 51,200.00). This debt is evidenced by Lender'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 OCTOBER 3, 1983. This Security Instrument secures to Lender: (a) the repayment of the debt advanced by the Note, with interest, and all expenses, including but not limited to; (b) the payment of all other debts, with interest, advanced under paragraph 1 to protect the security of this Security Instrument; and (c) the performance of Lender's obligations under this Security Instrument and this Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE LEGAL DESCRIPTION NISER ATTACHED THERETO AND FORMING A PART HEREOF

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which has the address of 3636 N LAWRENCE AVENUE 60610 CHICAGO (City)  
Illinois 60610 ("Property Address") (Zip Code)

THIS INSTRUMENT covers 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. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower warrants that Borrower is lawfully seized of the above 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 shall defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains anti-penalty provisions for national use and non-uniform provisions with limited variations by States/territories to constitute a uniform security instrument covering real property.

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## 6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION.

**6.1. OCCUPANCY.** 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 completion, unless Lender otherwise agrees in writing, which amount shall not be unreasonably withheld, or unless extraordinary 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 destruction occurs or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment would result in forfeiture of the Property or otherwise materially impairs the lien created by this Security Instrument or Lender's security interests. Borrower may cure such a default and postpone, as provided in paragraph 10, by causing the action or proceeding to be disclosed with a notice that, in Lender's good faith determination, provides satisfactory 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 incomplete 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 provisions of the lease. If Borrower occupies fee title in the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**6.2. 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 for and entering on a lien which has priority over this Security Instrument, appointing an agent, 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.

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 same rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**6.3. MORTGAGE INSURANCE.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender ceases or ceases to be in effect, Borrower shall pay the premium required to obtain mortgage insurance 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 ceased or ceased to be in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance. Borrower's payments may be made by check, or by 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 premium required to maintain mortgage insurance in effect, or to provide a loan reserve, until the premium for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**6.4. INSPECTION.** Lender at its option may make reasonable entries upon and inspect one of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**6.5. 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 eminent domain, 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 same 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 sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum 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 sum 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 sum 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 sum secured by this Security Instrument whether or not the sum is then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment offers to make a loan or settle 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 restoration or repair of the Property or to the sum secured by this Security Instrument, whether or not the sum is 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 3 or change the amount of such payments.

**6.6. BORROWER NOT RELEASED; FORFEITURE BY LENDER NOT A WAIVER.** Extension of the time for payment or modification or satisfaction of the sum secured by this Security Instrument created 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 satisfaction of the sum secured by this Security Instrument by reason of any default 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.

**6.7. SUCCESSORS AND ASSIGNORS; JOINT AND SEVERAL LIABILITY; CO-BORROWERS.** 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 executing 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 sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree in writing, jointly, severally or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. **LEASING CHARGES.** If the loan covered by this Security Instrument is subject to a law which sets maximum loan charges, and such law is finally interpreted as 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 charges shall be reduced by the amount necessary to reduce the charges to the permitted limits; and (b) any such charges already collected from Borrower which exceeded permitted limits shall 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 designated 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 designated 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.** There shall be given one confirmed 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 acceleration is prohibited by applicable law as of the date of this Security Instrument.

If Borrower 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 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 expiration of: (a) 3 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: (i) pays lender all sums which then could be due under this Security Instrument and the Note as if an acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (iv) to the best of Lender's knowledge, ceases to be in default of any other obligations secured hereby which remain fully enforceable or if an acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **CHANGE OF NOTE; CHANGE OF LEASER/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 shall result in a change in the entity known as the "Lease Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lease Servicer entitled to a sale of the Note. If there is a change of the Lease Servicer, Borrower will be given written notice of the change in accordance with paragraph 16 above and applicable law. The notice will state the name and address of the new Lease 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 safe for use in 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 or hazardous substances by Environmental Law and the following substances: gasoline, benzene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or vermiculite, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **DEFERRED ACCELERATION.** Borrower and Lender further covenant and agree as follows:

21. **ACCELERATION; REMEDY.** 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 nonoccurrence 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 remedy provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

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28. **REPAIRS.** The borrower shall be responsible for all repairs and maintenance of the property. The lender shall retain the right to require the borrower to pay for such repairs and maintenance.

29. **WAIVER OF DEFENSES.** The borrower waives all defenses and objections to the foreclosure of the mortgage.

30. **ENTIRETY OF THIS SECURITY INSTRUMENT.** If any of these covenants are amended by agreement and recorded together with this Security Instrument, the amendments and agreements of each such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the amendments were a part of this Security Instrument.

31. **APPLICABLE LAWS.**

- All applicable laws
- All applicable laws
- All applicable laws
- All applicable laws
- All applicable laws
- All applicable laws
- All applicable laws
- All applicable laws

32. **ASSIGNMENT.** The lender hereby assigns to the borrower all rights and interests in the property described in this Security Instrument and in the proceeds thereof by recording and recording with it.

33. **ASSIGNMENT.**

\_\_\_\_\_  
 (Name)  
**JOHN T. BULLIVAN**  
 (Title)  
 398-96-1698  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City)  
 \_\_\_\_\_  
 (State)  
 \_\_\_\_\_  
 (Zip)

MAIL TO:

APX MORTGAGE SERVICES, INC.  
419 CHERRYBROOK DRIVE  
PALATKA, FLORIDA 32909

NAME OF John T. Bullivan  
PROPERTY OF Pool

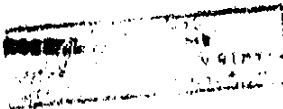
This Security Instrument was acknowledged before me this September 24, 1993

**JOHN T. BULLIVAN**

BY COMMISSION EXPIRES

8/1/95

THIS INSTRUMENT WAS PREPARED BY: C. ROBERT



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**JESSE WHITE**

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES  
COOK COUNTY, ILLINOIS

**CERTIFIED COPY**

OF A

TO

Document No. \_\_\_\_\_

Record Book No. \_\_\_\_\_

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