

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
AMERICAN SECURITY MORTGAGE

95-10857

ONE TIFFANY POINTE, SUITE 210  
BLOOMINGDALE, ILLINOIS 60108

DEPT-01 RECORDING \$31.00  
T40012 TRAN 5591 08/03/95 09/10/00  
#6251 • JM \*-95-510857  
COOK COUNTY RECORDER

Prepared by:  
PEGGY KOTNOUR  
BLOOMINGDALE, IL 60108-2018

001220661

[Space Above This Line For Recording Data]

MORTGAGE

75-04-0536 ACB 3/2  
L

THIS MORTGAGE ("Security Instrument") is given on AUGUST 1, 1995  
PETER M. SULLIVAN  
AND CHRISTINE A. SULLIVAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
AMERICAN SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is ONE TIFFANY POINTE, SUITE 210  
BLOOMINGDALE, ILLINOIS 60108 ("Lender"). Borrower owes Lender the principal sum of  
ONE HUNDRED FIFTY FOUR THOUSAND AND 00/100

Dollars (U.S. \$ 154,000.00).

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 AUGUST 1, 2025. 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 31 IN BLOCK 5 IN ARTHUR DUNAS' BEVERLY HILLS MANOR SUBDIVISION OF  
PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

24-13-206-023-0000

which has the address of 10318 SOUTH CAMPBELL AVENUE, CHICAGO  
Illinois 60655 Street, City,

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/90

BRIL (8408)

Amended 5/81

VFM MORTGAGE FORMS - 1800/521-7281

Initials: JHC

Page 1 of 1

DPS 1089

BOX 333-CTI

# UNOFFICIAL COPY

Form 301A-B/90 (Initials) DMS 1090  
Date 7-9-90

BRILL 1000

This Security Instrument, if Lender determines that any part of the Property is subject to a lien which may affect priority over any other debt or claim, or (c) secures from the holder of the lien in agreement substantially to Lender's understanding the lien to be, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion adequate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (d) contains in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless otherwise; (e) agrees in

it Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment to the person named, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this instrument. These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which any claim priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which, to the payment of the obligation secured by the lien in a manner acceptable to Lender, to the property of (f) charges; (g) taxes, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property due, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2 and 2 shall be applied, first, to any prepayment changes due under the Note; second, to amounts payable under paragraphs

this Security Instrument, the funds held by Lender at the time of acquisition or sale as a credit against the sums secured by of the Property, shall apply any funds held by Lender at the time of sale of the Property, Lender, prior to the acquisition or sale funds held by Lender, if, under paragraph 2, Lender shall require to 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

overdue amounts paid by Lender's sole discretion. The funds are pledged as additional security to make up the deficiency in the sum 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 shall pay to Lender to pay the escrow items of applicable law, if the amount of the funds held by Lender in any excess funds in accordance with the requirements to be held by applicable law, Lender shall account to Borrower

(f) the funds held by Lender exceed the amounts permitted to be paid by applicable law, Lender shall pay to Lender's sole discretion, Lender shall pay to the funds held by Lender, unless applicable otherwise, unless an agreement is made or without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds held by Lender in connection with this loan, unless applicable law provides otherwise, Lender is liable to pay Borrower a charge. However, unless Lender pays Borrower to pay a one-time charge for an independent real estate tax reporting service a charge. Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such verifying the escrow items, unless Lender pays Borrower for holding and applying the funds, usually and/or using the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the funds, usually and/or using the escrow account, or including Lender, if Lender is such an institution as in any Federal Home Loan Bank, Lender shall apply the funds to pay the funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity

escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future escrow items. If so, Lender may at any time, collect and hold funds in an amount not to exceed the lesser amount, sets a lesser amount from time to time (2 U.S.C. Section 2601 et seq., "RESPA"), unless another law that applies to the funds is enacted making loan fully repayable, for Borrower's account under the Federal Estate Settlement Provisions Act of 1974 as amended from time to time, in any time, collect and hold funds in an amount not to exceed the maximum amount Lender may, at any time, collect and hold funds in lieu of the payment of mortgage insurance premiums. These items are called "escrow items," the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. It may sums payable by Borrower to Lender, in accordance with it may; (c) ready made insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

1. Payment of Prepayment and Interest. Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:  
THIS SECURITY INSTRUMENT contains mutual covenants for mutual use and non-mutual covenants with limited

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 entire fee simple conveyed and has the right to mortgage, grant and convey the Property is unencumbered, except for encumbrances of record, Borrower warrants

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

001220661

# UNOFFICIAL COPY

001220661

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.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards 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; Leaseholds.** 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 18, 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 attorneys' 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, those 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

# **UNOFFICIAL COPY**

50/70:80000  
600 800

Form 3014 9/08

Digitized by Google

Digitized by srujanika@gmail.com

14. Notices. Any notice to Horowitz provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified in another method. The notice shall be directed to the Property Address or by first class airmail unless otherwise specified in another method. Any notice to Lender shall be given by first class mail to

13. **Joint Creditors.** 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 limits; and (b) any sums already collected from Borrower which exceeded the charge to the permitted limits will be refunded to the permitted limit and the remainder may choose to make this refund by reducing the principal owed under the Note or by making a prepayment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium to Borrower.

(2) 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 shall be liable jointly and severally with Borrower for all obligations under this Security instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the non-negligible payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is damaged by Borrower, or if, after notice by Borrower that the condemnor offers to make an award of 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 received by this Security Instrument, whether or not then due.

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 the sums are then due.

10. Conditionnally, the proceeds of my award or claim for damages, direct or consequential, in connection with any combination of other taking of my part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

However notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

# UNOFFICIAL COPY

001220661

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.

**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))

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

**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.**

**Witnesses:**

*Peter M. Sullivan*

(Seal)

*Christine A. Sullivan*  
CHRISTINE A. SULLIVAN

(Seal)

**STATE OF ILLINOIS**

COOK

**County ss:**

I, the undersigned, a Notary Public in and for said county and state do hereby certify  
that PETER M. SULLIVAN AND CHRISTINE A. SULLIVAN, HUSBAND AND WIFE

, 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 Their 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

day of August 1895

**Mi Commission Expires:**



**Notary Public**

# UNOFFICIAL COPY

MM·GRILL

INITIALS  
5/1/86  
PPS 1985

Form 3014 G/90

9 10 11 8 Dec 19

residential uses and to maintain title to the property.

19. **Slide 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 slide 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 slide 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 law.

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 permit) for reinstatement before sale of the Property pursuant to any power of sale contained in this instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower (a) pays under all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all expenses incurred in enforcing this Security Instrument; (c) pays all expenses incurred in enforcing this Security Instrument, or (d) makes such action as the court may require to reinstate 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 without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one conformed 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, in 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 instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located; in the event that any provision of this Note is held invalid or unenforceable without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision.

Lender's address stated herein or my other address Lender designates by notice to Borrower. Any notice provided for in this Securitization instrument shall be deemed to have been given to Borrower or Lender when given in this paragraph.