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A.T.G.F.
BOX 370

DEPT-01 RECORDING \$16.00
T81111 TRAN 0454 11/09/90 14:35:00
4492 - 90-550168
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

4242038

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 2**
19 90 The mortgagor is **THOMAS B. NEILL AND
KAYE L. NEILL**, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to **SUMMIT FINANCIAL SERVICES
ITS SUCCESSORS AND/OR ASSIGNS**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is
**5818 SOUTH ARCHER ROAD
SUMMIT, ILLINOIS 60501**

Borrower owes Lender the principal sum of **FIFTY THOUSAND AND NO/100** ("Lender").

Dollars (U.S. \$ **50,000.00**). 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 **DECEMBER 1, 2020**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

LOTS ELEVEN (11) AND TWELVE (12) IN BLOCK TWELVE (12) IN BERWYN, A SUBDIVISION OF BLOCKS FOUR (4), FIVE (5), TWELVE (12), THIRTEEN (13), TWENTY (20), TWENTY ONE (21), TWENTY EIGHT (28), TWENTY NINE (29), THIRTY FOUR (34), THIRTY FIVE (35), THIRTY SIX (36) AND THIRTY NINE (39) IN LAVERGNE, A SUBDIVISION OF THE NORTH WEST QUARTER AND THAT PART OF THE NORTH EAST QUARTER AND THE SOUTH EAST QUARTER AND THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION THIRTY ONE (31), TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF OGDEN AVENUE, IN COOK COUNTY, ILLINOIS.

16-31-222-025
16-31-222-026

16⁰

which has the address of **3322 SOUTH WESLEY**
(Street)

BERWYN
(City)

Illinois **60402** ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS Single Family FNMA/FHLMC UNIFORM INSTRUMENT

**Form 3014 12/83
Amended 6/87**

© 1983 Mortgagee Form No. 3014-12-83-621-229

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Being Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (i) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (ii) is not personally obligated to pay the sums secured by this Security Instrument; and (iii) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in 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. 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, 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 had no acceleration 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 paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower from the date of disbursement until Note rate and Lender agree to other terms of payment, upon notice from Lender to Borrower requiring payment.

7. Protection of Lender's Rights in the Property: Mortgagor shall not perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that significantly affects Lender's rights against the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws of reorganization) (hereinafter referred to as "Problems"), for a period of one year from the date when Lender first acts to protect the Property (such as filing a complaint in court), provided, however, that such a period may be extended by Lender for an additional period of one year if Lender has given notice to Mortgagor of the Problems and Mortgagor fails to take action under this paragraph to correct the Problems within the original period.

6. **Possession and alienation of Property; leases held.** Borrower shall not destroy, damage or subdivide and leave title shall not merge unless Lender agrees to the merger in writing.

(unless I, under and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 10% of positive paragraph 1 or the monthly payments referred to in paragraphs 1 and 2 of change the amount of the payments, or under paragraph 19 of the Property by acquired by me, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to me under to the extent of the sums secured by this Security instrument until such time as Borrower has paid off the balance of the principal and interest due on the Security instrument prior to the date of the acquisition shall pass to me under to the extent of the sums secured by this Security instrument until such time as Borrower has paid off the balance of the principal and interest due on the Security instrument.

of the property damaged, if the restoration or repair is economically feasible or if under a security would be lessened, if the restoration of repair is not economically feasible or if under a security would be lessened, if the security is not lessened, if the restoration or repair is not economically feasible or if under a security would be lessened, whether or not the period will begin

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender and Lender may make proof of loss in the event of loss, however, shall promptly notify Lender of paid premiums and renewal notices. If the event of loss, however, shall promptly advise Lender of paid premiums and renewals. It is the intent of the parties and renewals, that insurance premiums and renewals shall have the right to hold the premiums and renewals, until the date of final payment.

5. Fluzard Insurance. Fluzard shall keep the improvements in its now existing or hereafter erected on the property insured against loss by fire, hazards included within the term, "extreme coverage", and any other hazards for which Lender carries fire 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 unreasonable.

3. (Chargex) leases, borrow or shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any; borrower shall pay all expenses of repairing, assessing and maintaining the property, including the payment of insurance premiums, taxes, interest, charges, expenses and costs of collection, and other expenses of any kind, including attorney's fees, which may be incurred by the holder of this Security instrument in connection with the property.

be, at Borrower's option, either promptly repaid or borrowed to carry over on monthly payments of funds, if the amount of the funds held by Lender is less than the stipulation to pay the escrow items when due, Borrower shall pay to Lender the amount necessary to make up the deficiency in one of more payments as required by Lender.

shall be paid on the funds, unless an agreement is made or application for payment is made to pay the principal or interest or both to the trustee, in trust for the benefit of the beneficiaries, in accordance with the terms of the agreement or application, as the case may be.

The funds shall be held in an institution the expenses of which are incurred by a federal agency under section 101 of this title.

should be used and assessments which may obtain priority over this Security Instrument; (d) Security Instruments to whom rights or obligations may attach under the Proprietary, if any; (e) security interests in land or fixtures; (f) security interests in personal property; (g) security interests in choses in action; (h) security interests in accounts receivable; (i) security interests in documents of title; and (j) security interests in general intangibles.

1. **Principles of Preparation and Interventions:** Preparations and late charges, Horrocks' shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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1-4 FAMILY RIDER Assignment of Rents

This 1-4 FAMILY RIDER is made this **2ND** day of **NOVEMBER**, **1990**,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **SUMMIT FINANCIAL SERVICES** (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:

3322 SOUTH WESLEY, BERWYN, ILLINOIS 60402
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINS" IS DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

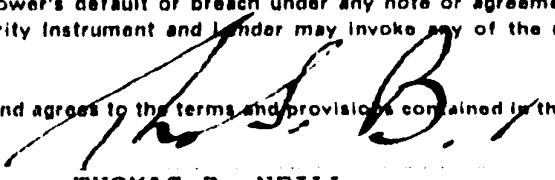
If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

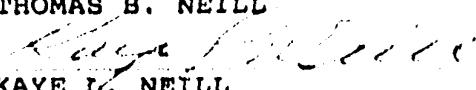
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


THOMAS B. NEILL

(Seal)
-Borrower


KAYE L. NEILL

(Seal)
-Borrower


GE CAPITAL MORTGAGE SERVICES, INC.

(Seal)
-Borrower

16-31-222-025
16-31-222-026

RECORD AND RETURN TO:
GE CAPITAL MORTGAGE SERVICES, INC.

2339 ROUTE 70 WEST, P.O. BOX 5260
CHERRY HILL, NEW JERSEY 08034

DPS 060

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Property of Cook County Clerk's Office

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PREPARED BY
SUMMIT FINANCIAL SERVICES CORP.
2339 ROUTE 70 WEST, P.O. BOX 5260
CHERRY HILL, NEW JERSEY 08034

90550169

AND WHEN RECORDED MAIL TO

GE CAPITAL MORTGAGE SERVICES, INC.

2339 ROUTE 70 WEST, P.O. BOX 5260
CHERRY HILL, NEW JERSEY 08034

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to
GE CAPITAL MORTGAGE SERVICES, INC.

2339 ROUTE 70 WEST, P.O. BOX 5260, CHERRY HILL, NEW JERSEY 08034

all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated NOVEMBER 2, 1990
executed by THOMAS B. NEILL AND KAYE L. NEILL, HUSBAND AND WIFE

DEED-ON-RECORDING
101111 TRAM 0454 11/09/90 16135100 \$13.25
9493 A # - 90-550169
COOK COUNTY RECORDER

to SUMMIT FINANCIAL SERVICES

a corporation organized under the laws of THE STATE OF ILLINOIS
and whose principal place of business is 5818 SOUTH ARCHER ROAD
SUMMIT, ILLINOIS 60501

and recorded in Book/Volume No.

COOK

described hereinafter as follows:

LOTS ELEVEN (11) AND TWELVE (12) IN BLOCK TWELVE (12) IN BERWYN, A
SUBDIVISION OF BLOCKS FOUR (4), FIVE (5), TWELVE (12), THIRTEEN
(13), TWENTY (20), TWENTY ONE (?), TWENTY EIGHT (28), TWENTY
NINE (29), THIRTY FOUR (34), THIRTY FIVE (35), THIRTY SIX (36)
AND THIRTY NINE (39) IN LAVERNE, A SUBDIVISION OF THE NORTH WEST
QUARTER AND THAT PART OF THE NORTH EAST QUARTER AND THE SOUTH EAST
QUARTER AND THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION
THIRTY ONE (31), TOWNSHIP THIRTY NINE (39) NORTH, RANGE THIRTEEN
(13), EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF OGDEN
AVENUE, IN COOK COUNTY, ILLINOIS.

ACCT NO. 16-31-222-025 Berwyn, IL
16-31-222-026 (08/02)

16-31-222-025

16-31-222-026

Commonly known as:

3322 SOUTH WESLEY, BERWYN, ILLINOIS 60402

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF COOK

On November 2, 1990
(Date of Execution)

before me, the

undersigned, a Notary Public in and for said County and State,
personally appeared CHARLES G. KOSELKE
known to me to be the EXECUTIVE VICE PRESIDENT
and

known to me to be
of the corporation herein which executed the within
instrument, that the seal affixed to said instrument is the
corporate seal of said corporation; that said instrument was
signed and sealed on behalf of said corporation pursuant to its
by-laws or a resolution of its Board of Directors and that
he/she acknowledges said instrument to be the free act and
deed of said corporation.

Notary Public

My Commission Expires

3/5/91

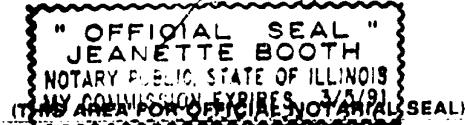
Charles G. Koelke
County,

SUMMIT FINANCIAL SERVICES
Charles G. Koelke
BY: CHARLES G. KOELKE
ITS: EXECUTIVE VICE PRESIDENT

BY:
ITS:

Kathryn A. McVeigh
WITNESS:

Kathryn A. McVeigh
Kathryn A. McVeigh



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Property of Cook County Clerk's Office

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