

# UNOFFICIAL COPY

## MORTGAGE

90628041

December 27, 19 90

4149 NORTH MONITOR, CHICAGO, ILLINOIS 60634  
Property Address City State Zip Code

BARRARA A. GLANDT N/K/A BARBARA A. BRAND MARRIED TO ARTHUR J. BRAND and SALLY

*Borrower's* GE CAPITAL MORTGAGE SERVICES, INC. F/K/A TRAVELERS MORTGAGE SERVICES, INC., 1 S  
*Lender's* 660 MIDWEST ROAD, SUITE #321, OAKBROOK TERRACE, ILLINOIS 60181

PRINCIPAL BALANCE (the amount you borrowed)	PAYMENT AMOUNTS AND TIMES (your monthly payments)			
	Monthly Payment U.S. \$	Final Payment U.S. \$	Final Payment Date	Final Payment Date
91,000.00	950.07	79,270.07	2/2/91	1/2/06

\* WJCIK, A SPINSTER  
THIS MORTGAGE ("Security Instrument") is made today between the Borrower of the name and address shown above (herein "Borrower"), and the Lender shown above, A CORPORATION ORGANIZED AND

EXISTING UNDER THE LAWS OF NEW JERSEY  
with an address shown above (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Security Instrument and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

XX

Property Tax Index Number: 13-17-416-004

LOT 37 IN BLOCK 9 IN MCINTOSH BROTHERS IRVING PARK BOULEVARD  
ADDITION TO CHICAGO A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH  
EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING  
T#1111 TRAN 4217 12/28/90 11:16:25  
#7969 A \*-90-628041  
COOK COUNTY RECORDER

SAID PROPERTY REFERRED TO AS LOT(S) \_\_\_\_\_ OF BLOCK(S) \_\_\_\_\_ ON THE MAP OF  
CHICAGO, COOK COUNTY, ILLINOIS

ALSO KNOWN AS 4149 NORTH MONITOR  
CHICAGO, ILLINOIS 60634

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

GE CAPITAL MORTGAGE SERVICES, INC. F/K/A TRAVELERS MORTGAGE SERVICES, INC., 1 S  
660 MIDWEST ROAD, SUITE #321, OAKBROOK TERRACE, ILLINOIS 60181

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 SECURITY 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

90-6259

90628041

13-17-416-004

90628041

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RECORD AND RETURN TO:  
 GE CAPITAL MORTGAGE SERVICES, INC. P/K/A TRAVELERS MORTGAGE SERVICES, INC.  
 1 S 660 MIDWEST ROAD, SUITE #321  
 OAKBROOK TERRACE, ILLINOIS 60181



Space Below This Line For Recording Data

RECORDED  
 1994 JUL 27  
 GEORGE KRASNIK, Notary Public  
 Cook County, State of Illinois

8/7/94

My Commission expires:

Given under my hand and official seal, this 27th day of

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 they he signed and delivered the said instrument and voluntary act, for the uses and purposes therein set forth.

state, do hereby certify that BARBARA A. CIANDI N/K/A BARBARA A. BRAND MARRIED TO ARTHUR J. BRAND and SALLY WUJCIK, A SPINSTER

STATE OF ILLINOIS, County ss: Cook

(Space Below This Line For Acknowledgement)

Witness  
 BARBARA A. CIANDI N/K/A BARBARA A. BRAND (Seal)  
 SALLY WUJCIK (Seal)  
 ARTHUR J. BRAND (Seal)  
 Borrower

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.

- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- Balloon Payment Rider
- Other(s) (specify)
- 1-4 Family Rider

22. **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))

21. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payments of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

19. **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 paragraphs 13 and 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 the foreclosure 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to the Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall, apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable laws provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay, all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 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 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.

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 19 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. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** 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 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, from Lender to Borrower requesting payment.

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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 or encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY 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.

90628041

660 MIDWEST ROAD, SUITE #321, OAKBROOK TERRACE, ILLINOIS 60181  
 GE CAPITAL MORTGAGE SERVICES, INC. F/R/A TRAVELERS MORTGAGE SERVICES, INC., 1 S

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:  
 CHICAGO, ILLINOIS 60634  
 ALSO KNOWN AS 4149 NORTH MONITOR  
 CHICAGO, COOK COUNTY, ILLINOIS  
 SAID PROPERTY REFERRED TO AS LOT(S) \_\_\_\_\_ OF BLOCK(S) \_\_\_\_\_ ON THE MAP OF

DEPT-01 RECORDING  
 11:11:11 TRAM #217 12/28/90 11:11:00  
 #7969 # 90-628041  
 COOK COUNTY RECORDER

90628041

LOT 37 IN BLOCK 9 IN MCINTOSH BROTHERS IRVING PARK BOULEVARD  
 ADDITION TO CHICAGO A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH  
 EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE  
 THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Tax Index Number: 13-17-416-004

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Security Instrument and extensions and renewals thereof (hereinafter "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

TO SECURE the Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance with the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address").

XXXXX (Borrower's address) and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address").

EXISTING UNDER THE LAWS OF NEW JERSEY  
 \* MUCIC, A SPINSTER  
 THIS MORTGAGE ("Security Instrument") is made today between the Borrower, of the name and address shown above (herein "Borrower"), and the Lender shown above. A CORPORATION ORGANIZED AND

PRINCIPAL BALANCE (the amount you borrowed)	91,000.00
Monthly Payment U.S. \$	950.07
Final Payment U.S. \$	79,270.07
First Payment Date	2/2/91
Final Payment Date	1/2/06

Borrower's address (if different from Property Address)  
 660 MIDWEST ROAD, SUITE #321, OAKBROOK TERRACE, ILLINOIS 60181  
 Lender address

BARBARA A. GIMNOT M/R/A BARBARA A. BRAND MARRIED TO ARTHUR J. BRAND and SALLY

Property Address: 4149 NORTH MONITOR, CHICAGO, ILLINOIS 60634  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

90628041

## MORTGAGE

December 27, 1990

90-628041



# UNOFFICIAL COPY

ORIGINAL

paragraphs 13 or 17.

as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under installment by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon re- and Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action acceleration occurred: (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred 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 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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period of this Security Instrument, if Borrower meets certain conditions, Borrower shall have the right to have 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 any remedies permitted by this Security Instrument without further notice or demand on Borrower. 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 may 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

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.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument, and the Note are declared to be severable. 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.

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 the 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.

14. **Notice.** 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.

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.

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 repayment charge under the Note.

11. **Successors and Assigns Bound; Joint 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 and does not execute the Note: (a) 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, prepay or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Lender's agreement to pay, or modification or modification of amortization of the sums secured by this Security Instrument, shall not be a waiver of or preclude the exercise of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. Any forbearance by Lender in exercising any right or remedy the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be required to commence proceedings against any successor in interest or to extend time for payment or other amortization of the sums secured by this Security Instrument. Lender may, at its option, demand made by or other amortization of the sums secured by this Security Instrument. Lender may, at its option, demand made by

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of 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.

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. 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.

7. **Acceleration.** 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. 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.

6. **Assignment.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of 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.

5. **Acceleration.** 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. 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.

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# UNOFFICIAL COPY

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. 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 paragraphs 13 and 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payments of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

22. 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)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Payment Rider
- 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:

Barbara A. Glandt (Seal) - Borrower  
 Witness: Barbara A. Glandt N/K/A Barbara A. Brand (Seal)  
 Witness: Sally Wujcik (Seal)  
 Witness: Arthur J. Brand (Seal)  
 Witness: \_\_\_\_\_ (Seal) - Borrower

(Space Below This Line For Acknowledgement)

STATE OF ILLINOIS

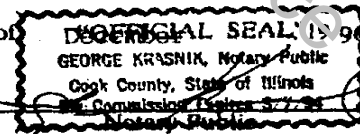
Cook County ss:

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that BARBARA A. GLANDT N/K/A BARBARA A. BRAND MARRIED TO ARTHUR J. BRAND and SALLY WUJCIK, A SPINSTER

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 THEY he signed and delivered the said instrument THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of \_\_\_\_\_

My Commission expires: 8/7/94



(Space Below This Line For Recording Date)

RECORD AND RETURN TO:  
GE CAPITAL MORTGAGE SERVICES, INC. F/K/A TRAVELERS MORTGAGE SERVICES, INC.  
1 S 660 MIDWEST ROAD, SUITE #321  
OAKBROOK TERRACE, ILLINOIS 60181

MAIL TO

110886228041

# UNOFFICIAL COPY

## BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 27th Day of December  
~~XXXXXX~~ 1990, and amends a Note in the amount of \$ 91,000.00  
(the "Note") made by the person(s) who sign below ("Borrower") to GE CAPITAL  
MORTGAGE SERVICES, INC. ("Lender") and the Mortgage, Deed of Trust or Security  
Deed (the "Security Instrument") dated the same date and given by Borrower to secure repayment  
of the Note. \* F/K/A TRAVELERS MORTGAGE SERVICES, INC.

In addition to the agreements and provisions made in the Note and the Security Instrument, both  
Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON January 2,  
2006 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE  
UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED  
A "BALLOON PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE  
LOAN AT THAT TIME.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date,  
Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon  
payment" which will be due on the Maturity Date (assuming all scheduled payments due between  
the date of the notice and the Maturity Date are made on time).

Nancy Pancia  
Witness

Barbara A. Glandt N/K/A Barbara A. Brand (Seal)  
Borrower

BARBARA A. GLANDT N/K/A BARBARA A. BRAND

\_\_\_\_\_  
Witness

Arthur J. Brand (Seal)  
Borrower

ARTHUR J. BRAND

\_\_\_\_\_  
Witness

Sally Wujcik (Seal)  
Borrower

SALLY WUJCIK

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Borrower

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EXHIBIT 101

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