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MORTGAGE

March 1, 1991

406 SOUTH RIDGE, ARLINGTON HEIGHTS, ILLINOIS 60005

Property Address City State Zip Code

RONALD R. HUNTER and DONNA J. HUNTER, HUSBAND AND WIFE

Borrower(s) Borrower(s) address if different from Property address

GMS MORTGAGE CENTER, 800 EAST NORTHWEST HIGHWAY, SUITE 900, PALATINE, ILLINOIS

Lender	Lender address	PAYMENT AMOUNTS AND TIMES (your monthly payments)			
PRINCIPAL BALANCE (the amount you borrowed)		Monthly Payments U.S. \$	Final Payment U.S. \$	First Payment Date	Final Payment Date
U.S. \$ 95,000.00		1,079.17	1,079.17	4/5/91	3/5/06

THIS MORTGAGE 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 THE STATE OF ILLINOIS

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 Mortgage 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 Mortgage; 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"):

Property Tax Index Number: 03-31-216-012

LOT 22 IN ARLINGTON MANOR IN THE SOUTHEAST 1/4 OF SECTION 30 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEP1-01 RECORDING \$15.29
7-1111 TRAN 9201 03/05/91 16:27:00
49264 + - 91-098863
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:
GE CAPITAL MORTGAGE SERVICES, INC., 8000 MIDLANTIC DRIVE, 3RD FLOOR, MT. LAUREL,
NEW JERSEY 08054

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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RECORD AND RETURN TO:

8000 MIDLANTIC DRIVE, 3RD FLOOR
GE CAPITAL MORTGAGE SERVICES, INC.
MT. LAUREL, NEW JERSEY 08054

(SPACE BELOW THIS LINE RESERVED FOR LENDER AND RECORDER)

Notary Public, State of Illinois
STEVEN J. FINK
My Commission Expires 9/25/93

My Commission expires:
"OFFICIAL SEAL"

Given under my hand and seal this 1st day of October 1991

free voluntary act, for the uses and purposes herein set forth,
appended before me this day in person, and acknowledged that I have signed and delivered the said instrument as THEIR
professionally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument.

RONALD R. HUNTER and DONNA J. HUNTER, HUSBAND AND WIFE
I, Ronald R. Hunter, Public Notary and County Sheriff, do hereby certify that

STATE OF ILLINOIS
COUNTY: Cook
COURT: -Borrower
(Seal)

RONALD R. HUNTER
-Borrower
(Seal)

DONNA J. HUNTER
-Borrower
(Seal)

WITNESS
RONALD R. HUNTER
-Borrower
(Seal)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien upon this property over this mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, if any, default under the superior encumbrance and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST

AND FOR CLOSURE/UNDERDEAULT

REQUEST FOR NOTICE OF DEAULT

20. Release, Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without liability to Borrower. Borrower will pay all costs of foreclosure, if any.
21. Waiver of Homestead, Borrower hereby waives all rights of homestead exemption in this Property.
22. Rides to this Mortgage, if one or more riders are executed by Borrower and recorded together with this Mortgage, the conventions and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. Check applicable box(es).
- Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Other(s) [Specify]
- Balloon Payment Rider Other(s) [Specify]

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UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay to Lender (the principal and interest in- debtedness evidenced by the Note and late charges as provided in the Note).

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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18. Borrower's Right to Remodel. Notwithstanding any provision of this Agreement which purports to limit or prohibit any remodeling by the Borrower, the Borrower shall have the right at any time prior to the date of the first payment due to remodel the property to the extent necessary to increase its Market Value. The Borrower may remodel the property in any manner which it deems appropriate, so long as such remodeling does not violate any applicable zoning laws or regulations, does not violate any covenants, restrictions, or other agreements affecting the property, and does not violate any applicable laws or regulations relating to the protection of the environment. The Borrower shall be responsible for all costs associated with any remodeling, including labor, materials, and permits. The Borrower shall be liable for any damages resulting from any remodeling work performed on the property.

19. Assignment of Rent; Additional Security Under Borrower's Agreement. Lender may assign any or all of its rights under this Agreement to any third party, provided that (a) the assignee is a corporation, partnership, limited liability company, or other entity that has the power to bind itself to the terms and conditions of this Agreement, (b) the assignee agrees in writing to be bound by all the terms and conditions of this Agreement, and (c) the assignee is financially capable of fulfilling its obligations under this Agreement. Lender may also assign any or all of its rights under this Agreement to any third party, provided that (a) the assignee is a corporation, partnership, limited liability company, or other entity that has the power to bind itself to the terms and conditions of this Agreement, (b) the assignee agrees in writing to be bound by all the terms and conditions of this Agreement, and (c) the assignee is financially capable of fulfilling its obligations under this Agreement.

20. Acceleration of Payment Under Paragraph 17. If the Borrower fails to pay any amount due under this Agreement, Lender may declare all amounts outstanding to be immediately due and payable, and may take any action necessary to collect such amounts, including but not limited to suit, garnishment, attachment, or foreclosure on any collateral held by Lender.

21. Waiver of Notice of Default. Lender waives the notice of default provision contained in Paragraph 17 of this Agreement, and Lender may commence any action or proceeding to foreclose on the property without giving notice of default to the Borrower.

22. Waiver of Jury Trial. Lender and Borrower hereby waive their right to a trial by jury in any action or proceeding brought by either party against the other party, except as otherwise required by law.

23. Governing Law. This Agreement shall be governed by the laws of the State of California, and any dispute arising out of or relating to this Agreement shall be resolved in accordance with the rules of the Superior Court of California, County of Los Angeles, or any other court of competent jurisdiction.

24. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and supersedes all prior negotiations, understandings, and agreements, whether written or oral, between them. No provision of this Agreement may be modified or amended except by a written instrument signed by both parties hereto.

25. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument and together shall constitute one and the same instrument. This Agreement may be executed by facsimile or electronic signature, and such execution shall be deemed to be valid and binding upon the parties hereto.

16. 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 benefit or 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 Mortgagage. However, this section shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgagage.

17. Remedies Permitted by this Mortgagage. If Borrower fails to pay these sums prior to the expiration of this period of non-exercise, Lender shall give Borrower notice of imminent foreclosure or demand payment. Lender may sue for any remedies permitted by this Mortgagage. If Borrower fails to pay these sums during the period of non-exercise, Lender may sue for any remedies permitted by this Mortgagage.

14. Bottower's copy, Bottower shall be furnished a commissed copy of the trial transcript if no time of execution or action has been taken by the Bottower.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivery in or by mailing such notice, (b) any notice to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (c) any notice to Lender shall be given by certified mail to Lender's address stated herein or to Lender's address as Lender may designate by notice to Lender. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision of this Mortgage or otherwise contained in this Note is held to be contrary to law, such provision shall be severed from the rest of this Note without affecting the validity of the remaining provisions of this Note or the rights of the parties hereto.

14. Miscellaneous. (a) All Borrower's obligations under this Note and of this Mortgage are limited to the extent set forth in this Note. (b) All expenses, "attorneys' fees", "costs", "expenses", and "prohibitory law" as defined in this Note are declared to be severable. As used herein, "expenses" means attorney's fees, costs, and other provisions of this Note which can be given effect without the application of prohibitory law, such as the Uniform Mortgagors Act or the Uniform Commercial Code. (c) Any provision of this Note purporting to be contrary to any provision of the Uniform Mortgagors Act or the Uniform Commercial Code is hereby rejected.

11. **Accessories and Additional Bound; Joint and Several Liability; Co-signature.** The conventions and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Note, (a) is co-signing this Note only to the extent set forth in his Note or under this Note, (b) is co-signing this Note without regard to the terms of this Note, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, or make any other accommodations with respect to the terms of this Note without notice reasonably liable on the Note or under this Note, to Lender under the terms of this Note or Mortgage, granted and given by him to Borrower, but does not execute the Note, (a) is co-signing this Note only to the extent set forth in his Note or under this Note, (b) is co-signing this Note without regard to the terms of this Note or Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, or make any other accommodations with respect to the terms of this Note or Mortgage, as to that Borrower's consent and without regard to the terms of this Note or Mortgage of this Borrower.