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NOTARIAL SEAL
HELENE HOUCK, Notary Public
Cheltenham Twp, Montgomery Co.
My Commission Expires June 8, 1995

On this 9TH day of JUNE, 1992, before me, a Notary Public in and for said Montgomery County, personally appeared E. JACK and J. HARRIS known to me to be the Assistant Vice President and Assistant Secretary known to me to be the officers of GMAC MORTGAGE CORPORATION OF PA the Corporation that executed the within instrument, and also known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY
DATED this 9TH day of JUNE, 1992.
GMAC Mortgage Corporation of PA
8360 Old York Road
Elkins Park, PA
19117
E. JACK
ASSISTANT VICE PRESIDENT
J. HARRIS
ASSISTANT SECRETARY

Together with the note or notes therein described and secured thereby, the money due and mortgage, in the amount of THREE HUNDRED EIGHTY THOUSAND DOLLARS \$380,000.00 .

SEE ATTACHED LEGAL DESCRIPTION
and recorded in Book/Volume/Liber
Document Number 23,000 in the office of the County Recorder of COOK County, ILLINOIS.
PIN # 27-00 400-004
to GMAC MORTGAGE CORPORATION OF PA, Mortgagee
all beneficial interest under that certain MORTGAGE dated MAY 13, 1992, executed by
GEORGE M. MIETLSKI AND MAUREEN S. MIETLSKI, HIS WIFE, Mortgagee

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and conveys with the right of redemption to
RESIDENTIAL FUNDING CORPORATION
A DELAWARE CORPORATION
8400 NORMANDALE LAKE BOULEVARD
MINNEAPOLIS, MN 55437
11/20/92 17:00:00
#8117 E * -92-873965

ASSIGNMENT OF MORTGAGE
NOTE: After having been recorded, this assignment should be kept with the Note and Mortgage hereby assigned.
SPACE ABOVE THIS LINE FOR RECORDERS USE
NAME
STREET
CITY
STATE
ZIP
LOAN TRANSMITTAL DEPARTMENT
AND WHEN RECORDED MAIL TO:
1285617
220267769

1285617
220267769
DCA NO. 001-788926-01 PERM INV./COMMT. 0158/2312 DCA
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2007-184

Property of Cook County Clerk's Office

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We certify that this is a true and correct copy of the original instrument executed by the parties thereto.

Intercounty Title Company of Illinois

[Handwritten Signature]

(Space Above This Line For Recording Office Use)

MORTGAGE

LOAN #: 1-788926-01

THIS MORTGAGE ("Security Instrument") is given on **MAY 13 19 92**. The mortgagor is **GEORGE M. MIETELSKI AND MAUREEN S. MIETELSKI, HIS WIFE**

("Borrower"). This Security Instrument is given to **GMAC MORTGAGE CORPORATION OF PA** which is organized and existing under the laws of **PENNSYLVANIA**, and whose address is **8360 OLD YORK ROAD, ELKINS PARK, PA 19117-1590** ("Lender").

Borrower owes Lender the principal sum of **THREE HUNDRED EIGHTY THOUSAND AND 00/100 ******* Dollars (U.S. \$ **380,000.00**). 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 **JUNE 01, 2022**. 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:

PARCEL 1: LOT 63 IN CRYSTAL TREE, BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER PRIVATE ROADWAY AS SHOWN ON PLAT OF CRYSTAL TREE AFORESAID AND AS CREATED BY THE DEED DATED JUNE 6, 1988 AND RECORDED JUNE 15, 1988 AS DOCUMENT 88261099.

PIN #27-08-400-004

which has the address of **10702 MISTY HILLS** **ORLAND PARK**
(Street) (City)
Illinois **60462** ("Property Address");
(Zip Code)

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

BORROWER 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.



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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 Lender on the day monthly payments are due under the Note, a sum ("Funds") for:

- (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property;
- (b) yearly leasehold payments or ground rents on the Property, if any;
- (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 4; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach 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 payments.

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) consents 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 (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 attach 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 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 chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage as 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.

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