

PREPARED BY:
GIVING YOU MORTGAGE

4738 N. Harlem Av., Suite 6

Harwood Heights, Ill. 60656

By: Roque S. Reyes, Jr.

PLEASE RECORD AND RETURN TO:

GIVING YOU MORTGAGE

4738 N. Harlem Av., Suite 6

Harwood Heights, Ill. 60656

Loan No. 930015905

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MORTGAGE

- 1509
- DEPT-01 RECORDING \$31.50
 - T#1111 TRAN 1278 08/17/93 09:59:00
 - \$3934 + 4-73-649929
 - COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on August 9, 1993, The mortgagor is

Gayle M. George, a single person, and Vera Jaekel, a single person,

("Borrower"). This Security Instrument is given to

Giving You Mortgage

which is organized and existing under the laws of the State of Illinois, and whose address is 4738 N. Harlem Av., Suite 6 Harwood Heights, Ill. 60656

("Lender"). Borrower owes Lender the principal sum of

One Hundred Twenty Thousand & 00/100

Dollars (U.S. \$ 120,000.00)

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

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Cook County, Illinois

LOT 1 IN CHARMAINE ESTATES SUBDIVISION IN THE EAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index No. 12-11-403-017

65665-956

which has the address of 5104 N. Canfield Ave., Norridge, Street, City, Illinois 60656 Zip Code ("Property Address"):

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6R(ILLI 8101)

VMP MORTGAGE FORMS - 1313283-8100 - 18001621-7281

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Form 3014 B/DO

Initials: *gmg*

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Hotels (1919-20)

3. Application of Punishments, Legal Aspects of Punishments, Law Provides Offender, All Punishments Received by L. Under Under Paragraphs 1 and 2 shall be applied; first, to any preexisting damages done under the Notois, second, to damages caused under paragraph 7.

of the Property, shall apply only to funds held by Landor in the course of administration of rights as a result of a claim filed by Landor under paragraph 21, under either title or right of possession of all the Property, Landor, prior to the administration of funds held by Landor, is, under paragraph 21, under either title or right of possession of all the Property, Landor, under such a claim, may require payment in full of the sum necessary to administer the funds held by Landor.

In this section, I will discuss the relationship between the two approaches and how they can be used together to build more effective and efficient software systems.

In fact, it is the Funder who has been asked by a regional government to provide a detailed report on the impact of the proposed project on the local environment. The Funder has agreed to do this, and will be able to do so because they have access to information that is not available to the local community. This is a classic example of how power relations can affect environmental outcomes.

1. **Assignment of Patent and Industrial Property Rights** Prepared and issued by the Note and my preparation and last to charges due under the Note.

This section of the instrument contains the information for the individual who has had joint authority over government property which remained under his control after he left the service.

REINFORCING THE INTEGRITY OF COMMUNITIES THROUGH PROPERTY IS A WINNING STRATEGY FOR CONVICTED OFFENDERS

Exhibitors now in theaters or about to open their properties. All regulations shall also be governed by this section.

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Loan No. 930015905

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

66. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of the Security Instrument.

BRUNSWICK 00-00

15. Governing Law and Sovereignty. This Security Agreement shall be governed by federal law of the State of California.

14. **Notices.** Any notice to Borrower provided for in this Section may be given by deliverying it or by mailing

Prepayment charge under the Note.

13. **Lawn Care.** If the lawn secured by the Security instrument is subject to a law which bans mowing lawns during

make any accommodations with regard to the terms of this Security Instrument or the Note without first consulting.

12. **Succesors and assiging bonds**: joint and several liability. Co-signers, the coventrants and agreements of this security instrument shall bind and be suable to successive and Borrower and Borrower and Assigee and any other person lawfully compelled to pay this security instrument.

exercised of my right or remedy.

11. Borrower Not Released; Forfeiture; My Lender Not a Voter, Extension of the time for payment of modifiication of annuitization of the sum secured by this Security instrument by Lender to any successor in interest of Lender or Borrower shall not operate to release the liability of the original Borrower. D. Borrower's successor shall not be relieved to pay the principal sum due under this instrument by Lender to any successor in interest of Borrower shall not affect the liability of the original Borrower to pay the principal sum due under this instrument by Lender to any successor in interest of Lender.

Unless otherwise ordered and otherwise provided in writing, any application of proceeds to principal shall not exceed or
postpone the due date of the monthly payment period to in paragraphs 1 and 2 of clause 1 in motion of such default.

If this Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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, as its option, either to restoration or repair of the Property or to the amount specified by this Section in satisfaction, without any loss due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this security instrument, whether or not there is, with any excess paid to Borrower, in the event of a partial taking of the Property in which this market value of the Property immediately before the taking is equal to or greater than the amounts of the sums secured by this security instrument immediately before the taking, unless otherwise paid to Borrower, in the event of a partial taking of the Property in which this market value of the Property immediately before the taking is less than the amounts of the sums secured by this security instrument.

subsequent action or other taking of my part of this Property, or for conveyance in lieu of condemnation, etc hereby assented and shall be paid to Lender.

However, notice at the time of inspection a **sporadic** **tear-downable** **cushion** for the **laptop**.

9. Inspection, Lender or its agent may make reasonable examination upon and inspection of the property, equipment and premises at any time.

payments may no longer be required, at the option of Lender, if we receive an assignment covering all or substantially all of our interest in the collateral.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/90

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Personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that they signed and delivered the said instrument to Chele R.
Lynn and Valarie Lee, OFFICE OF THE STATE ATTORNEY, thereafter seal (affix)
Given under my hand this 9th day of August, 1993
PAMELA LEIS
State of Illinois
My Commission Expires 4/26/95
Notary Public, State of Illinois
Notary Public

Gayle M. George and Vera Jaekel,

country and states do hereby agree fully that
the United States

STATE OF ILLINOIS,

Cook County 68

"A Notary Public is in and far seal

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[1765]

Barrow
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24. Intend to use Security instruments, if one or more traders are excluded by Borrower and co-ordinated together with this Society mutually, this Society shall agree to the recovery of debts and agreements of this Society.

Loan No. 930015905