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COOK COUNTY, ILLINOIS
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(Please Above This Line For Recording Date)

LOAN #: 1-824213-51

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 30, 1992**. The mortgagor is **JAMES P. ROSS AND LINDA ROSS, 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 **EIGHTY THOUSAND AND 00/100** *****, Dollars (U.S. \$ **80,000.00**). 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 **JANUARY 01, 2008**. 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 4 IN CHERRY CREEK SOUTH BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #27-26-116-004-0000

which has the address of **8417 PLUM COURT** **TINLEY PARK**
(Street) (City)

Illinois **60477**
(Zip Code)

("Property Address")

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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
GMAC © 1992 F-10-C Rev. 3/92

Form 3014 R/WO (page 1 of 5 pages)

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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 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, 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, hold and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement to Borrower prior to acceleration contained in this Security Instrument unless applicable law provides otherwise. The notice shall specify: (a) the date required to cure 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 notice must be cured; and (d) that failure to cure the date default on or before the date specified in the Note may result in acceleration of the note. Such notice shall state the date default on or before the date the default is secured by this Security Instrument, Borrower's right to reinstate after acceleration and foreclosure payment in full of all sums secured by this Security Instrument without further defense or demand and may foreclose this Security Interest in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

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

that relate to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the property is located

by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic oil products, toxic wastes and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Hazardous Substances" are those substances defined as such in hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law, if any removal or any Hazardous Substances affect the property is necessary.

Environmental Law of which Borrower has actual knowledge. If Borrower leases or owns property by any government authority, agency or private party involving the Borrower and any Hazardous Substances caused by Borrower shall provide written notice to the lessor or owner of the property to be appropiate

to normal residential uses and to maintenance of the property.

use, or storage on the property of any quantities of Hazardous Substances that do not apply to the property, the Borrower shall not do, or allow anyone else to do, anything affecting

any government authority agency or investigation, claim, demand, lawsuit or other action by

any government authority agency or private party involving the Borrower and any Hazardous Substances caused by Borrower shall promptly give written notice of any other action to be appropiate

to normal residential uses and to maintenance of the property.

The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

Borrower will be given written notice of the change in correspondence with Paragraph 14 above and applicable law.

Servicer may be one of more changes of the Loan Servicer intended to a sale of the Note. If there is a change of the Loan Servicer as the "Loan Servicer," that collects monthly payment under the Note and this Security Instrument, the instrument may be sold one or more times without prior notice to Borrower. A sale may trigger a change in the entity

of any Hazardous Substances on the property of the Borrower. A sale may trigger a change in the entity

of the property that is in the possession of a third party under Paragraph 17.

right to remit the obligations secured hereby shall be in full effective as if no acceleration had occurred. However, this

instrument and the sum secured by this Security Interest shall be in full effective as if no acceleration had occurred. Upon remittance by Borrower, this Security Law-in-

the sum secured by this Security Interest as it combines with Paragraph 14 above and applicable law

equally to assure that the lessor of this Security Interest pays all expenses incurred in enforcing this Security

instrument, including, but not limited to reasonable attorney fees, and (d) takes such action as Lender may reasonably

occurred: (b) excess any debts of any kind, overpayments under agreements, fees, and (c) pays all expenses incurred in enforcing this Security

(a) pays Lender any sum which then would be due under this Security Interest and the Note is it to accelerate

Securities Instrument, or (b) entry of a judgment enlarging this Security Interest. Those conditions are that Borrower

Securities Instrument before sale of the property pursuant to any power of sale contained in this

as applicable law may specify for such item conditions, Borrower shall have the right to have

any remedies permitted by this Security Interest without further notice or demand on Borrower.

If Lender ceases to sell this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

law as of the date of this Security Interest.

any remedies permitted by this Security Interest without further notice or demand on Borrower. However, this option shall not be exercised by Lender if exercise is prohibited by federal

securities law or by this Security Interest. Lender, this option shall not be exercised by Lender if exercise is prohibited by Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums

incurred in Lender's hold or transfer of title to the instrument in question or by Lender's other interest in the instrument, unless Lender is sold or transferred and Borrower is not a natural person

in which the property is located. In the event that any provision of this Security Interest instrument or the Note which

contains language to the effect that any provision of this Security Interest instrument and the Note will

be given effect without the benefit of this Security Interest instrument. To this end the provisions of this Security Interest instrument and the Note will

not affect other provisions of this Security Interest instrument or the Note which

are declared to be severable.

16. Borrower's copy. Borrower shall be given one goodformed copy of the Note and of this Security Interest instrument and the law of the

jurisdiction in which the property is located. In the event that any provision of this Security Interest instrument or the Note which

contains language to the effect that any provision of this Security Interest instrument and the Note will

be given effect without the benefit of this Security Interest instrument. To this end the provisions of this Security Interest instrument and the Note will

not affect other provisions of this Security Interest instrument or the Note which

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LOAN #: 1-824213-51

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.

24. **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

Biweekly Payment Rider

Balloon Rider

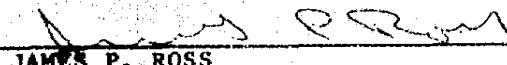
Rate Improvement Rider

Second Home Rider

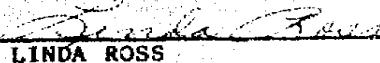
Other(s) [specify]

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.

Witnesses:


JAMES P. ROSS

(Seal)
-Borrower


LINDA ROSS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line for Acknowledgment]

STATE OF ILLINOIS,

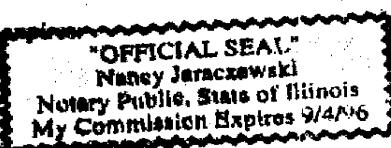
CLOCK County ss:

On this, the THIRTIETH day of DECEMBER, 1992, before me, the subscriber, the undersigned officer, personally appeared JAMES P. ROSS AND LINDA ROSS, HIS WIFE

known to me (or satisfactorily proven) to be the person(s) whose name ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires




Nancy Jaraczewski

TITLE OF OFFICER

This document was prepared by: *Mark T.*
ANDREA SKOPEC for
GMAC Mortgage Corporation of PA
5540 WEST 111TH STREET
OAK LAWN, IL 60453

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