

UNOFFICIAL COPY

MAIL TO:

GE CAPITAL MORTGAGE SERVICES, INC.
2334 ROUTE 70 WEST
CHERRY HILL NJ 08034

93130242

93130242

(Space Above This Line For Recording Data)

MORTGAGE ORIGINAL

31

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 10, 1993**.
The mortgagors are **WILLIAM CLUCAS AND BARBARA CLUCAS**

(Borrower) The Security Instrument is given to **GE CAPITAL MORTGAGE SERVICES, INC.**
which is registered and holding under the laws of **THE STATE OF NEW JERSEY** and whose address is
2334 ROUTE 70 WEST, CHERRY HILL, NJ 08034 (Lender).

Borrower owes Lender the principal sum of
EIGHTY THOUSAND FIFTY AND 00/100
Dollars (U.S.) **80,050.00**

This debt is evidenced by Borrower's note dated the same date as
the Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
on **MARCH 01, 2025**.

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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A INCORPORATED BY REFERENCE
IN THIS MORTGAGE

which has the address of **5804 N. LEADER AVENUE** CHICAGO
ILLINOIS **60646** (Property Address)

TOGETHER WITH all the improvements now or hereafter created 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 therein, 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 contains uniform covenants for national use and non-uniform covenants with limited
variations to conform to constitute a uniform security instrument covering real property.

BOX 333

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2018
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2022
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2024
2025

COOK County Clerk's Office

RECORDED

INDEXED

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1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any promissory note and late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any promissory note 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 for the Property, which shall include (a) yearly taxes and assessments which may be levied on the Property, (b) yearly hazard insurance premiums or ground rent on the Property, (c) any other taxes or assessments which may be levied on the Property, (d) yearly flood insurance premiums, if any, (e) any other taxes or assessments which may be levied on the Property, (f) any other taxes or assessments which may be levied on the Property, (g) any other taxes or assessments which may be levied on the Property, (h) any other taxes or assessments which may be levied on the Property, (i) any other taxes or assessments which may be levied on the Property, (j) any other taxes or assessments which may be levied on the Property, (k) any other taxes or assessments which may be levied on the Property, (l) any other taxes or assessments which may be levied on the Property, (m) any other taxes or assessments which may be levied on the Property, (n) any other taxes or assessments which may be levied on the Property, (o) any other taxes or assessments which may be levied on the Property, (p) any other taxes or assessments which may be levied on the Property, (q) any other taxes or assessments which may be levied on the Property, (r) any other taxes or assessments which may be levied on the Property, (s) any other taxes or assessments which may be levied on the Property, (t) any other taxes or assessments which may be levied on the Property, (u) any other taxes or assessments which may be levied on the Property, (v) any other taxes or assessments which may be levied on the Property, (w) any other taxes or assessments which may be levied on the Property, (x) any other taxes or assessments which may be levied on the Property, (y) any other taxes or assessments which may be levied on the Property, (z) any other taxes or assessments which may be levied on the Property.

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

4. Charges: Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may arise from time to time, and shall pay the same when due. Borrower shall also pay all other charges, fees and expenses which may be levied on the Property, and shall pay the same when due. Borrower shall also pay all other charges, fees and expenses which may be levied on the Property, and shall pay the same when due.

5. Hazard or Property Insurance: Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazard included within the term "standard coverage" and any other hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount 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 the insurance described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

6. 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 policy and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of premium payments 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.

7. 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 is not lessened, the insurance proceeds shall be applied to the sum secured by the Security Instrument, whether or not then due, which may exceed the amount paid to Borrower. If Borrower abandons the Property, or does not answer Lender's notice within 30 days a notice from Lender that the insurance carrier has offered to restore the Property, or does not answer Lender's notice within 30 days a notice from Lender that the insurance carrier has offered to restore the Property, then Lender may collect the insurance proceeds to repair or restore the Property or to pay claims secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

8. 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 7 the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security Instrument immediately prior to the acquisition.

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93130242

8115 13-04-217-023

THIS DOCUMENT IS UNCLASSIFIED
DATE 04-11-2011 BY 60322 UCBAW/STP
REASON: EXECUTIVE ORDER 13526, SECTION 1.4
EXEMPTION CODE: 25X(1)
AUTHORITY: 5 U.S.C. 552A
DATE OF REVIEW: 04-11-2011

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6. **Emergency, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.** 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 unduly postponed. 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 tortious action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in foreclosure 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 reinstale, as provided in paragraph 12. 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 not 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 application 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 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 amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender, 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, and retain these payments as a loan reserve in lieu of mortgage insurance. Loan 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 requested 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 loan 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 checks 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 condemnation 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 to Lender to Borrower that the abandonment 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 satisfaction 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 or waive any 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 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 provision 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 to this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to amend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

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21. Acceleration Remedies. Lender shall give Borrower notice of acceleration under paragraph 17 of the Security Instrument (but not prior to acceleration under paragraph 17) if the following conditions are met: (a) the notice is given to Borrower, by which the default must be cured; and (b) that failure to cure the default on or before the date specified in the notice may result in acceleration of the loan 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 the acceleration and the right to assert in the foreclosure proceedings the non-witness 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 attorney's fees and costs of title evidence.

22. NON-ENVIRONMENTAL COVENANTS. Borrower and Lender further covenant and agree as follows: (a) that the use of the Property shall be in accordance with applicable laws and regulations, including, but not limited to, laws and regulations relating to health, safety or environmental protection. (b) that the use of the Property shall be in accordance with applicable laws and regulations, including, but not limited to, laws and regulations relating to health, safety or environmental protection. (c) that the use of the Property shall be in accordance with applicable laws and regulations, including, but not limited to, laws and regulations relating to health, safety or environmental protection.

23. Hazardous Substances. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Laws. As used in this paragraph 23, "Hazardous Substances" are those substances defined as such in Environmental Laws, including, but not limited to, asbestos, lead, radon, and other hazardous substances. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Laws. As used in this paragraph 23, "Hazardous Substances" are those substances defined as such in Environmental Laws, including, but not limited to, asbestos, lead, radon, and other hazardous substances.

24. 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, or 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 if such use or storage is generally recognized to be appropriate to normal residential use and to maintenance of the Property.

25. Sale of Note. Change of Loan Servicer. The (entire or a partial) interest in the Note together with this Security Instrument shall not apply in the case of acceleration under paragraph 17.

26. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have the Security Instrument discharged or to have the Security Instrument discharged. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument with or without notice or demand on Borrower.

27. 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 the Security Instrument.

28. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument. One copy of the Note and of this Security Instrument shall be given to Borrower or Lender when given as provided in this paragraph.

29. 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 other 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.

30. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the first class mail unless applicable law requires use of another method. The notice shall be directed to the 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.

31. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and the 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 sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make the refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is made, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

32. 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 the Security Instrument.

33. Borrower's Right to Redeem. If Borrower meets certain conditions, Borrower shall have the right to have the Security Instrument discharged or to have the Security Instrument discharged. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument with or without notice or demand on Borrower.

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NOTICE: THIS INSTRUMENT IS SUBJECT TO THE PUBLIC RECORD ACT (5 ILCS 265/1-2)

FORM 309

TITLE OF OFFICER

NOTARIAL SEAL
Eileen A. Thompson
Notary Public, State of Illinois
My Commission Expires 12/31/2018

My Commission Expires:

IN WITNESS WHEREOF, I hereunto set my hand and official seal and acknowledged that [Signature] executed the same for the purposes herein contained

known to me (or substituted agent) to be the (party) whose name is subscribed, the undersigned officer, personally appeared **William Cinos and Barbara Cinos** on this **10th** day of **February** 19**93** at **Willi** County in **State of Illinois**, before me the

Witnesses: [Signatures]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Rate Improvement Rider
- Other(s) (Specify)
- 1 - 1st Floor Plan
- Broadly Payment Rider
- Second Floor Rider

23. Release. Upon payment of all sums secured by the Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
25. Effect on the Security Instrument. If one or more riders are executed by Borrower and recorded together with the Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall operate with the Security Instrument, the covenants and agreements of the Security Instrument as if the rider(s) were a part of the Security Instrument. (Check applicable boxes)

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5/20/2011