

# UNOFFICIAL COPY

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8249

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 13TH, 1994**  
The mortgagor is **FANNIE MAE RENFRO, A WIDOW**

("Borrower"). This Security Instrument is given to **G.E. CAPITAL MORTGAGE SERVICES, INC.**,  
which is organized and existing under the laws of **NEW JERSEY**, and whose address is  
**3 EXECUTIVE CAMPUS, P.O. BOX 8039, CHERRY HILL, NJ 08034** ("Lender").  
Borrower owes Lender the principal sum of **THIRTY FOUR THOUSAND AND 00/100**

Dollars (U.S. \$ **34,000.00**). 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 **MAY 18, 2014**. 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:

TAX ID #: **15-10-410-008**

//SEE/SCHEDULE/TAB/ATTACHED//

*Am. R.*

LOT 14 IN BLOCK 17 IN THE SUBDIVISION OF BLOCKS 15, 16, 17 AND 18 AND LOTS 1  
AND 2 OF BLOCK 21, ALL IN THE PROVISO LAND ASSOCIATION ADDITION TO MAYWOOD IN  
SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

DEED RECORDING  
TENURE: TERM 1396 05/18/94 10105100  
1/1/94 11:24 AM SP-44482139  
COOK COUNTY RECORDING

652-1819  
652-1819

which has the address of **431 S 17TH AVENUE**

**MAYWOOD**

**Illinois** **60153** **(Street)**  
**(Property Address)**  
**(ZIP Code)**

**(City)**

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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Chancery Court and other Courts of competent jurisdiction have in writing. Any application or proceeding to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 of change the amount of the payments if under paragraph 21 the property is acquired by Lender. Powers 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 received by Lender.

(iii) unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of report or to repair damage, if the restoration of report is economically feasible and Lender's security is not lessened, if the restoration of report 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. The 10-day period will begin when the notice is given.

All insurance policies and rewards shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and rewards. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. 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.

Similarly the user need not take one or more of the decisions set forth above within 10 days of the giving of notice.

Notwithstanding the fact that promissory discharge by any firm which has paid priority over the payee of the instrument affects in writing to the payee of the instrument of the obligation incurred by the firm in a manner acceptable to the firm, (a) contains in good faith the instrument, (b) contains in good faith the instrument, (c) contains in good faith the instrument, (d) contains in good faith the instrument, (e) contains in good faith the instrument, (f) contains in good faith the instrument, (g) contains in good faith the instrument, (h) contains in good faith the instrument, (i) contains in good faith the instrument, (j) contains in good faith the instrument, (k) contains in good faith the instrument, (l) contains in good faith the instrument, (m) contains in good faith the instrument, (n) contains in good faith the instrument, (o) contains in good faith the instrument, (p) contains in good faith the instrument, (q) contains in good faith the instrument, (r) contains in good faith the instrument, (s) contains in good faith the instrument, (t) contains in good faith the instrument, (u) contains in good faith the instrument, (v) contains in good faith the instrument, (w) contains in good faith the instrument, (x) contains in good faith the instrument, (y) contains in good faith the instrument, (z) contains in good faith the instrument.

under this paragraph if it becomes payable differently, Borrower shall promptly furnish to Lender notices of amounts to be paid on the date agreed to by the parties and payment shall be made payable to Lender at the address of Lender specified in

paraphraph 2; third, to interest due fourth, to principal due, and last, to any late charges due under the note.

or sale of the property, shall apply any sums held by lender at the time of acquisition or sale as a credit against the amounts received by this security instrument.

II. The funds held by Lender under subsections (a) and (b) of section 101 of the Small Business Job Protection Act of 2000, as amended, shall be used to provide for the payment of principal and interest on the obligations of Borrowers to Lender under this Agreement.

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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 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 requires 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, are 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 the Security Instrument or the Note without that Borrower's consent.

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21. **ACCREDITATION RECORDS**. Records of any courses or programmes in the Security Sector shall give details of the duration, content, mode of delivery and learning outcomes covered and agree as follows:

**NON-CONFORMING ORDERS** However and whenever further correction and release as follows:

However, this probably has little to do with any violation of law, demand, command, or authority by any government agent of a private party, including the Board of Education, in carrying out his or her duties.

30. **Laws**—Subscribers, Borrower, Subscribers, shall not cause or permit the presence, use, deposit, storage, or release of any hazardous substances upon or in violation of any environmental law, or any other laws or regulations relating to the protection of the environment.

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

Security instruments, or (b) entry of a dormitory instrument in the Security instrument and the Note as if no acceleration had occurred, (c) pays under all sums which then would be due under this instrument and the Note as if no acceleration had occurred, (d) pays all expenses of acceleration, (e) pays all expenses incurred in enforcing this Security instrument, and (f) uses any default of any other owner of this instrument to recover the amount of the Note.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have application of this Section 18 stay (or re-litigate) before sale of the Property pursuant to any power of sale contained in the instrument or documents it has executed.

17. Transfer of title of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is transferred to a third party, such party shall be liable to the Lender under this Note.

13. **Disseminating Law**: The Security Bureau must be governed by federal law and the law of the Fundation in which the Prepper is located. In the event that any provision of this Security Bureau conflicts with applicable law, such conflict shall not affect other provisions of this Security Bureau or the Note which are deemed to be severable.

If loan charges, if the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and this law is clearly interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the maximum amount allowed by such law, then the maximum amount allowed by such law will apply.

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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))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> 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:

*FANNIE MAE RENFRO* \_\_\_\_\_ (Seal)  
Borrower

*Lynn A. Roy* \_\_\_\_\_ (Seal)  
Borrower

*Lynn A. Roy* \_\_\_\_\_ (Seal)  
Borrower

*Lynn A. Roy* \_\_\_\_\_ (Seal)  
Borrower

(Space Below This Line for Acknowledgment).

STATE OF ILLINOIS,

On this, the 13<sup>th</sup> day of July, 1994, before me, the subscriber, the undersigned officer, personally appeared FANNIE MAE RENFRO, A WIDOW,

County of:

1994

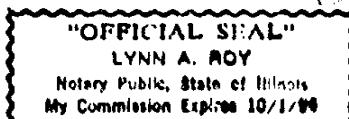
, before me, the

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

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

My Commission expires:

10-1-95



*Lynn A. Roy* \_\_\_\_\_  
Notary Public  
TITLE OF OFFICER

*Peggy C. Chubak*

RECORD AND RETURN TO:

G.E. CAPITAL HOME EQUITY SERVICES  
ATTN: NANCY TRUELAND, POST CLOSING  
3 EXECUTIVE CAMPUS,  
P.O. BOX 5039  
CHERRY HILL, NJ 08034

