

PREPARED BY:
JANE HANNA
ALSIP, IL 60658

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D000477

BOX 392

RECORD AND RETURN TO:

G.L. MORTGAGE CORPORATION
11346 SOUTH CICERO AVENUE
ALSIP, ILLINOIS 60658

91790679

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING \$31.00
140011 TRAN 3727 09/09/94 14:50:10
+1438 RV *-94-790679

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on: JULY 28, 1994
BY BETTY KAY NAGEL, "DIVORCED", NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to
G.L. MORTGAGE CORPORATION

94790679

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose
address is 11346 SOUTH CICERO AVENUE
ALSIP, ILLINOIS 60658

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

NINETY THOUSAND
AND 00/100 Dollars (U.S.\$ 90,000.00).

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 AUGUST 1, 2024. 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:
THE WEST ONE HUNDRED FORTY AND THIRTY-EIGHT HUNDREDTHS (140.38 FEET) OF
THE NORTH SIXTY FIVE AND FIFTEEN HUNDREDTHS (65.15 FEET) OF LOT ONE (1)
IN SAMMONS' RESUBDIVISION OF BLOCK TWELVE (12) OF YOUNG'S DIVISION OF
BLUE ISLAND, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST
QUARTER (NE 1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP THIRTY-SEVEN (37)
NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

24-36-208-001

which has the address of 12801 SOUTH MAPLE AVENUE, BLUE ISLAND
Illinois 60406

Zip Code

("Property Address")

ILLINOIS Single Family-Freddie Mac/Freddie Mac UNIFORM INSTRUMENT
GRIL (10101)

VMP MORTGAGE FORMS • (313)283-8100 • (800)621-7281

Page 1 of 1

Form 2014-390

DPS 1989

X Date: B.M.

ATTORNEY'S NATIONAL
TITLE NETWORK, INC.

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X
Form 3014 9/90
DPS 1080

WB-AIRTEL 1010

more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice demanding the loan, Borrower shall return the loan or take one or this Security instrument, if Lender demands it, pay immediately to Lender all amounts due under this instrument, or (c) receives from the holder of the loan a written notice of demand to Lender's satisfaction to pay down principal by day, or demands, upon payment of the loan in, legal proceedings which in this case a motion appears to prevent the loan to borrowee shall provide, except as to Lender; (b) contains in good faith the loan to

writing to the payee of the obligation secured by the loan in a manner acceptable to Lender; (a) agrees in

borrower shall promptly, except as to Lender has priority over this Security instrument unless Borrower; (a) agrees in

If Borrower makes payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment, to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in full Lender shall pay them on time directly which may attach priority over this Security instrument, and Lender shall pay rents, if any, Borrower shall pay

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property

which, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security instrument.

of the Property, shall apply any Funds held by Lender as the sum of equities of same as a credit against the sums secured by

Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

utive monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds are pledged as additional security for all sums received by this Security instrument.

Without charge, in usual accounting of the Funds, showing, however, due, interest shall be paid on the Funds and the balance for which each Borrower and Lender may agree in writing, however, due, interest shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender, shall not be required to pay Borrower any interest or earnings on the Funds

used by, Lender in connection with the loan, unless applicable law provides otherwise. Unless an agency is used or

a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such Escrow items, Lender may not charge for holding and applying the Funds, usually involving the escrow account, or

(midlending Lender, if Lender is sure of a variation) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Escrow items or otherwise in accordance with applicable law.

Lender may estimate, if so, amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so, Lender may require Lender to hold Funds in an amount not to exceed the lesser amount.

1974 as amended from time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law, this applies to the Funds

related mortgage loan, may require for Borrower's account under the Federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgagage insurance premiums, these items are called "Escrow items".

if any: (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

and assessments which may affect this Security instrument as a lien on the Property; (b) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

Instrument, All of the foregoing is referred to in this Security instrument as the "Property".

trustees now or hereafter a part of the property, All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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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 this 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 his 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

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X BRIT
Form 301A, 8/90
DPS 1082

GENERIC FORM

16. Borrower's Copy: Borrower shall be given one conformable copy of the Note and of this Security Instrument.

17. Governing Law: This Security Instrument shall be governed by law without regard to the conflict of laws provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Governing Law: This Security Instrument shall be governed by law without regard to the conflict of laws provisions. To this end the provisions of this Security Instrument and the Note are declared to be severable.

19. Notice: Any notice to the Borrower shall be given by registered mail to the address set forth in the Note.

20. Payment Clause: If a demand notice is given to the Borrower, the payment clause will be treated as a part of the payment without any provision to the contrary. If a demand notice is given to the Borrower, the payment clause will be treated as a part of the payment without any provision to the contrary.

21. Lessor (Charger): If the loan secured by this Security Instrument is sufficient to cover the Borrower's costs.

22. Security Instruments with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

23. Borrower's Security Instruments: (a) is co-signing this Security Instrument only to mortgage, (b) is not personally obligated to pay the sums

24. Borrower's Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this Security Instrument but does not exceed the Note.

25. Signatures and Acknowledgments: (Co-signers, Authorities): The signatures and agreements of the parties to this instrument are taken.

26. Lender and Borrower, whether or not then due, shall be liable to the amount of such payments.

27. Lender is authorized to collect and apply the proceeds, whether or not then due, secured by this Security Instrument, whether or not then due, awarded or set off against damages, Borrower fails to respond to Lender within 30 days after the date the notice is given.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

28. In the event of the sale of the sums secured by this Security Instrument whether or not the sums are then due, the proceeds shall be applied to the Property in accordance with the following:

(a) the total amount of the sums secured in accordance with the provisions of the Note and the amount of the proceeds shall be applied to the Property in accordance with the following:

10. Condemnation: The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

29. Inspection: Lender or his agent may make reasonable examinations of the Property, Lender shall give

30. Payment: Lender or his agent may make reasonable examinations between Borrower and Lender or applicable law.

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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.

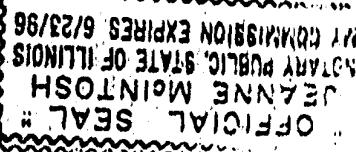
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

DPS 1093
Form 3014 9/90

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Form 3014 9/90
DPS 1094



This instrument was prepared by [redacted]

Notary Public

Given under my hand and affixed seal this 28th day of July 1994
Signed and delivered the said instrument in the presence and upon the written seal hereto,
Subscribed to the foregoing instrument, affixed seal before me this day in person, and acknowledged that
personally known to me to be the same person whom I witnessed:

the BETTY KAY NAGEL, DIVORCED, NOT SINCE REMARRIED
of the County of COOK, STATE OF ILLINOIS, Lived at [redacted]
County ss:

-Borrower

(Seal)

BETTY KAY NAGEL
Signature

- Check applicable box(s):
- 1-4 Family Rider
 Adjustable Height Rider
 Grandparent Rider
 Planned Unit Development Rider
 Biweekly Payment Rider
 Biannual Payment Rider
 Monthly Rider
 Rate Impoverient Rider
 Ballotin Rider
 Other(s) [Specify]

Securities Instruments and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument
the government and agreements of each such shall be incorporated into and shall amend and supplement
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this

94290673