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COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 21ST, 1994**.
The mortgagor is **DEBRA L. WEBER, A WIDOWER**

("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 5039, CHERRY HILL, NJ 08034** ("Lender"). Borrower owes Lender the principal sum of **SIXTY FOUR THOUSAND FIVE HUNDRED FORTY FOUR AND 00/100**

Dollars (U.S. \$ 64,544.00). 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 **FEBRUARY 25, 2009**. 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 /SONOMA/ P/M/ ATTACHMENT

LOT 14 IN BLOCK 4 IN ROBERT BARTLETT'S 95TH STREET HOMESITES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1938 AS DOCUMENT 12154387, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 24-07-102-015

Box 14

which has the address of **7116 W 96TH ST**

(Street)

Illinois **60453**

("Property Address")

(Zip Code)

OAKLAWN

(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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Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraph 1 and 2 or change the amount of the payments if under Paragraph 1 the Property is acquired by Lender, Borrower's right to any insurance policies and resulting damage to the Property prior to the acquisition shall pass to Lender in the event of the sums secured by this Security instrument immediately prior to the acquisition.

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

All insurance policies shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals until paid in full. 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 Lender and Lender may make good to Lender of loss if not made good by Borrower.

3. Hazard or Property Losses--Borrowers shall keep the improvements in existing or hereafter erected on the land or take one or more of the following steps within 10 days of the giving of notice:

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lien by, or defers an agreement to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; or (c) secures from the holder of the lien an assignment satisfactory to Lender, option operates to prevent the enforcement of the lien; or (d) defers an agreement to the payment in full of the obligation secured by the lien in a manner acceptable to Lender until the date when the Lender may exercise its security interest in the property described in the Lien.

4. Charges Lien. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may attain priority over this Security Interest, and leasehold payments or ground rents, if any. Borrower shall pay the obligations in the manner provided in paragraph 2, or if it has paid in full manner, Borrower shall pay the amounts due by the person owed payment. Borrower shall promptly furnish to Lender all notices of proceedings under this paragraph, if Borrower makes these payments directly. Borrower shall promptly furnish to Lender records of all payments made to Lender.

Upon payment in full of all amounts secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds held by Lender in accordance with the requirements of applicable law. If the amount of the Funds held by Lender exceeds the amounts permitted to be held by applicable law, Lender shall pay to the Funds held by Lender, its Lessees, its Lenders, sole discretion.

is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, except to the extent that Lender may agree in writing; however, that interest shall be paid on the Funds. Lender shall give to Borrower monthly charge, an annual accounting of the Funds, showing credit and debits to the Funds and debts due to the Funds was made. The Funds are pledged as additional security for all sums secured by this instrument.

amount not to exceed the lesser amount Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

Another law that applies to the Funds sets a lesser amount if so. Under my, at any time, collect and hold Funds in another Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Sec. 2601 et seq. ("RESPA"), unless amount a lender for a federal mortgage loan requires for Borrower's escrow account under the Federal Real items are called "escrow items". Lender may, collect and hold Funds in an amount not to exceed the maximum to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These funds insurance premiums, if any; and (ii) any sums payable by Borrower

1. Payment of Premiums and Interest. Premiums and interest shall be charged, borrowed money being paid when due the principal of and interest on the debt advanced by the Note and any charges, premiums and interest due

2. Funds for Taxes and Expenses. Subject to applicable law or to written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for pay behalf of Lender to pay taxes and expenses. Such sums shall be paid by Lender, if any; (c) yearly hazard or property insurance premiums; (d) yearly

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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 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 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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NON-UNIFORM COVENANTS. Bottrofwer and Lander further covenanted and agreed as follows:

To normalize residential uses and to maintain sense of place property, Borower shall promptly take all necessary remedial action in accordance with Environmental Law [REDACTED]

19. Sale of Note(s) - The Note(s) or a partial interest in the Note(s) 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. The Note(s) will be given written notice of the change in servicer within 30 days of the change.

20. Change of Loan Servicer - The Note(s) or a partial interest in the Note(s) 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. The Note(s) will be given written notice of the change in servicer within 30 days of the change.

18. Borrower's Right to Waive. If Borrower meets certain conditions, Borrower shall have the right to have an acceleration of this Security Instrument if any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for real estate) before or (b) any time after sale of the Property pursuant to any power of sale contained in this Security Instrument, or (c) any time after the earlier of (a) the Property sells for less than its Security Instrument value or (b) the date Borrower becomes liable under this Security Instrument. Those conditions are the same conditions set forth in the original Note as if no acceleration had occurred; (b) causes any default of any other instrument or agreement; (c) 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 require to assure that the loan of this Security Instrument is not used for any purpose other than the purchase by Lender of the property described in the original Note.

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 without further notice or demand on Borrower.

17. Transfer of 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) to a third party, the transferor shall not be entitled to exercise its rights under this Agreement.

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.

15. **Swearing-in Law**: 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 of this Security Instrument or the Note which conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note.

Proprietary Address or any other address shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument of any other address stated herein or by notice to Lender. Any notice to Borrower or Lender given to Lender at Lender's address designated by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless otherwise provided for in this Security Instrument, when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limit, then: (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit; and (b) any sums already paid by the borrower which exceed permitted payments shall be reduced to the amount necessary to reduce the charge to the permitted limit.

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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 checked="" 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:

Debra L. Weber

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Space Below This Line For Acknowledgment] _____

STATE OF ILLINOIS,

COOK

County as:

On this, the 21st

day of FEBRUARY, 1994

, before me, the

subscriber, the undersigned officer, personally appeared DEBRA L. WEBER, A WIDOWER -

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

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

My Commission expires: 10-14-97

Amanda C. Thompson
Escrow Officer

TITLE OF OFFICER

"OFFICIAL SEAL"
AMANDA C. THOMPSON
Notary Public, State of Illinois
My Commission Expires 10/14/97

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4108

BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 21ST day of FEBRUARY, 1994, and amends a Note in the amount of \$ 64,594.00 (the "Note") made by the person(s) who sign below ("Borrower") to G.E. CAPITAL MORTGAGE SERVICES, INC ("Lender") and the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given by Borrower to secure repayment of the Note.

In addition to the agreements and provisions made in the Note and the Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON FEBRUARY 25TH, 2009 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time.)

Amanda C Thompson - Debra S Weber (Seal)
Witness
Borrower
DEBRA S WEBER

Witness _____ (Seal)
Borrower

Witness _____ (Seal)
Borrower

Witness _____ (Seal)
Borrower

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