Laint No. 2044782 Islamment Propared by: GN MORTGAGE CORPORATION Record & Return to **GN MORTGAGE CORPORATION** 4000 WEST BROWN DEER ROAD BROWN DEER, WISCONSIN 53209 95513769

DEPT-01 RECORDING T40011 TRAH 7747 08/04/95 11:18:00 40741 4 RV *-95-513769 COOK COUNTY RECORDER

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Space Above This Line For	•
MORTG	AGIS
THIS MORTGAGE ("Security Instrument") is given on JULY	28. 1995
The mortgagor is DAMP GRISWOLD AND LORI GRISWOLD	
1° 1° minus mani na mana na ma	("Horrower"), This Security Instrument is given to
GN MORTGAGE CORPORATION, A MISCONSIN CORPORATI	
under the laws of WISCONSIN	, and whose address is
6700 FALLBROOK AVENUE SULT, 293, WEST HILLS, CALIFO	
Borrower owes Lender the principal sum of Fifty Thousand Five 11	· · · · · · · · · · · · · · · · · · ·
	denced by Borrower's note dated the same date as this
Security Instrument ("Note"), which provides for nonthly payments, wit AUGUST 1, 2010 . This	Security Instrument secures to Lender: (a) the repayment
of the debt evidenced by the Note, with interest, and all rine in a extens	· · · · · · · · · · · · · · · · · · ·
of all other sums, with interest, advanced under paragraph 7 o protect	
performance of Borrower's covenants and agreements under this Sec	•
Borrower does hereby mortgage, grant and convey to Lender the follows	ng described property located in
COOK County, W	/ /
LOT 6 IN BLOCK 14 IN WARREN J PETER'S SUBDIVIISON OF	
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWES	
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WEST 208.73 FEET THEREOF) OF SECTION 17, TOWNSHIP 37	REPORTED BY A 17717 OF
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUN	TY, ILLINOIS.
DIN 844 17 240 017	TY, ILLINOIS.
PIN #24-17-320-013	7.0
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which has the address of 11030 PRINCESS	
llinois 60415- ("Property Address");	(s.ny)
[Zip Code]	rantal Mar A
LLINOIS- Single Family - Famile Mac/Freddie Mac UNIFORM IN	STRUMENT Form 301 9/90
GFS Form G000022 (5E12)	(page 1 of 7 pages)
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Corrilate.

TOGITTIER WITH all the improvements now or hereafter occuted on the property, and all casements, appartenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be govered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

HORROWER COVENANTS that Borrower is lawfully soised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and domands, subject to any encumbrances of record,

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by furisdiction to constitute a scaform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Leader covenant and agree as follows:

- 1. Payment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment 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 exorthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessment, which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground centre on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance prem

The Funds shall be held in an institution whose Jeposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for rolding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Parrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this load, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender scall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pedged as additional security for all 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 in accordance with the requirements of applicable law. If the rapport of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than revelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums 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 to sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment 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; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the hotder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may strain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Horrower 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 falls 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, florrower shall promptly give to Lender all receipts of paid plenishms 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 Porrower 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 the insurance carrier has offered to settle a claim, then Lender may oblice 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 is writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to a paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, 30 rrower'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. Burrower 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 B regover'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 Leader's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Secrety 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 of Linder's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially also or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connect or with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Preperty 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 hankruptcy, 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

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Security instrument. Unless Berrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of dishursement 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 offect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost aubstantially equivalent to the cost to Horrower of the mortgage insurance previously in effect, from an alternate mortgage insurance each month a sum equal to the yearly mortgage insurance premium being paid by Horrower 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. B crower 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 applicably tay.
- 9. Inspection. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader 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 roy 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 naid 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, unless Borrower and Lender ubgiving 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 opair 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; Forhearance By Lender Not a Waiver. Extension of the time for plyment 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 underwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forhearance 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, forhear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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charges, and that hav 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 sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address florrower designates by notice to Lender. Any notice to Lender shall be given by first class mult to Lender's address stated herein or any other address Lander 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.
- 15. 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.
 - 16. Borrower's Copy. Co rower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property of a Beneficial Interest in Borrowelf all or any part of the Property or any interest in it is sold or transferred (or if a beneficiar interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender m., at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option significant 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 shad 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 way, 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 rotice 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 tess 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 unrelevation and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of durrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its ordina 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 pursating 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. 30 % ver waives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument of 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.

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[Check applicable box(es)]				
Adjustable Rate Rider	Condominium Rider		1-4 Family Ri	der
Graduated Payment Rider	Planned Unit Develo	ipment Rider	Biweekly Pay	ment Rider
Balloon Rider	Rate Improvement i	lider	Second Home	: Rider
Other(s) [specify]		2		
BY SIGNING BELOW, Borrowge pocep	ts and agrees to the terms and c	ovens its contained in	this Security Instrume	mt
and in any rider(s) executed by Barrower and re	corded with it.	- 10		
Witnesses: Muaula (John)	m (h.	np k		
	<u> </u>	CRISWOLD		(Seal) -Borrower
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				(Seal)
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STATE OF ILLINOIS, COOK	Co	County ss:		
personally known to me to be the same pe before me this day in person, and acknowle	LDND LORI GRISWOLD rnon(n) whose mme(n) in/are i edged that he/alte/they signed i	subscribed to the foregoing ins	- 1	
free and voluntary ac., for the uses and pur Given under my hand are official seal, this	•	.v. 1695		
My Commission expires: 1 0MAND/	CIAL SEAL" A.C. THOMPSON Ilic. State al Illinois Sian Expires 10/14/97	Amanda C	Himpson_	
This instrument was prepared by: GN MORTGAGE CORPORATION 6700 FALLBROOK AVENUE SUITE 29 WEST HILLS, CALIFORNIA 91307	0	Clark's		

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Form 3014 9/90 (page 7 of 7 pages)