

UNOFFICIAL COPY

GMACM - CMS.0012.1L 104021

Page 2 of 6

Form 3014 9/90

104021

104021

more of the actions set forth above within 10 days of the giving of notice; if security instruments, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one of this Security instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) securities from the holder of the lien in a manner acceptable to Lender by the Lender's attorney or defences against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the winding up the payment in the obligation secured by the lien in good faith the Lender who waives to the payment in the obligation secured by the lien which has priority over this Security instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which makes direct, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments 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 due manner, Borrower shall pay directly which may attain priority over this Security instrument, and released paid payments of ground rents, if any. Borrower shall pay

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under this Security instrument, shall apply to interest due, first, to any prepayment charge under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied; first, to any prepayment charge due under the Note; second, to amounts payable under

paragraphs 1 and 2 held by Lender at the time of acquisition or sale to a creditor against the sums secured by of the Property, shall apply any funds held by Lender at the time of acquisition or sale to a creditor against the sums secured by Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any twelve months, at Lender's sole discretion, shall pay to Lender the amount necessary to make up the deficiency in no more than shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months payable to Lender by Lender except to the amounts permitted to be paid by applicable law, Lender shall account to Borrower

If the Funds held by Lender exceed the amounts permitted to be paid by applicable law, Lender shall account to Borrower debited to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument, without charge, an annual accounting of the Funds, showing credit debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower applicable law requires interest to be paid, Lender shall pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made 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 applying the escrow account, or Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the Funds to pay the including Lender, if Lender is such a institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower interest on the Funds and applying the escrow account, or

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items, unless Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, 1/2 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds 1974 as amended from time to time, related mortgage loans 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 mortgage insurance premiums. These items are called "Escrow items", if any, (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasedhold premiums and assessments which may attach priority over this Security instrument as a lien on the Property; (a) yearly taxes 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: 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:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with initiate variations by jurisdiction to constitute a uniform security instrument covering real property, and will defend generally the title to the Property is unencumbered, except for encumbrances of record, Borrower warrants that and covers 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, grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants that

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".

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

UNOFFICIAL COPY

LOAN #: 4-005515-31

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 the 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 acquired 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 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

UNOFFICIAL COPY

GMACM - CMS.0012.II.1940Z

Form 3014 G/90

16. Borrower's Copy. Borrower shall be given one confirmed copy of this Note and of this Security instrument.

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be satisfied in which the Property is located. In the event that any provision of clause of this Security instrument or the Note is declared invalid by any other provision of this Security instrument shall be governed by federal law and the law of the State in which the Property is located.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the State in which the Property is located.

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address by notice to Borrower. Any notice provided for in this

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

in by first class mail unless provided for in this Security instrument shall be given by delivering it or by mailing

Prepayment charge under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any

Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

to the permitted limit and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to

loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

13. Loan Charges. If the loan secured by this Security instrument is subject to a fee which sets maximum loan charges,

make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security instrument; (d) is not personally obligated to pay the sums

instrument but does not exceed the original Borrower who co-signs this Security instrument only to mortgage, grant and convey that

paragraph 17. Borrower's successors and assigns of Lender and Borrower, subject to the provisions of this Security

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this

12. Successors and Assigments; Joint and Several Liability; Co-signers. The convenants and agreements of this

exercise of any right or remedy. Any Borrower in exercising any right or remedy shall not be a waiver of or preclude the

successors in interest. Any Borrower in exercising any right or remedy shall not be a waiver of or preclude the

of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's

commissions proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization

not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Probate; Notice of Waiver. Extension of the time for payment or modification

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

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

be applied to the sums secured by this Security instrument whether or not the sums are due.

Lender is entitled to sue for damages before the taking, or unless otherwise law otherwise provides, the proceeds shall

taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the fair market value of the Property immediately before the taking of a partial taking of the Property in which the fair

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property or if the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

whether or not then due, with any excess paid to the sums secured by this Security instrument, 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,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable inspections upon and inspect clauses of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for insurance

that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period

UNOFFICIAL COPY

LOAN #: 4-005515-31

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.

08252056

UNOFFICIAL COPY

Form 30149/90

GMACM - CMS.0012.11.194021

for GMAC MORTGAGE CORPORATION OR PA
, ORLAND PARK IL 60462

9501 W. 144TH PLACE

ANDREA SKOPEC

This instrument was prepared by ANDREA SKOPEC
Notary Public
My Commission Expires: NOVEMBER STATE OF ILLINOIS 6/4/96
JANE E. MENZEL

1995

day of JANUARY SEAL

Given under my hand and affixed this THIRTEEN

delivered the said instrument as the, free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
personally known to me to be the same persons(s) whose name(s)

TIMOTHY DANIELS AND SHARON D. DANIELS, HIS WIFE

a Notary Public in and for said county and state do hereby certify that

County seal
Notarized
(Seal)

Notarized
(Seal)

Notarized
SHARON D. DANIELS
(Seal)

Notarized
(Seal)

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

- (Check applicable box(es))
- 1-4 Family Rider
 - Condominium Rider
 - Adjustable Rate Rider
 - Graduate Pyramid Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider
 - Graduate Pyramid Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider
 - Graduate Pyramid Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider
 - Graduate Pyramid Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]

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

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

9501 W. 144TH PLACE
ANDREA SKOPEC
Notary Public
My Commission Expires: NOVEMBER STATE OF ILLINOIS 6/4/96
JANE E. MENZEL