

95124047

DEPT-01 RECORDING \$33.50
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02524 C.J. #--95-124947
COOK COUNTY RECORDER

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Prepared by  O.E. CAPITAL MORTGAGE SERVICES, INC.

MORTGAGE

**THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 21ST, 1995
The mortgagor is JAMES A. CIZEK AND KATHLEEN CIZEK, HIS WIFE**

("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

3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08034-0389 ('Lender').
Borrower owes Lender the principal sum of **ONE HUNDRED FOUR THOUSAND AND 00/100**

Dollars (U.S. \$ 104,000.00). 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 **FEBRUARY 27, 2010**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

TAX ID #: 24-05-418-037

First Midwest Title Services, Inc.
248 E. Janata Blvd. Ste 300
Lombard, IL 60148

LOT 41 IN THE FIRST ADDITION TO LYNWOOD, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND IN THE SOUTHWEST 1/4 OF THE SAID SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 5808 W 93RD STREET

[Street]

OAK LAWN

Illinois

60453
[ZD] Code 1

(“Property Address”);

[city]

3350
ew

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(P. v) 744741

17 JULY 2000 VOL 26 NO 28

After the first year, the project will be evaluated and the results will be used to refine the model and improve its performance.

Applicable law provides otherwise, all premiums received by Lender under

Upon payment in full of all sums earned by the two Securidy instruments, Lender shall promptly refund to Borrower the sum paid by Lender to the Securidy instruments.

If the excess funds held by a fund under exceed the amounts permitted to be held as applicable law, such fund account to持有人账户余额超过适用法律规定的金额时，该持有人账户将被冻结。

The funds shall be held in an individual account and be limited by a federal agency, notwithstanding any other provision of law.

2. Funds for (a) and (c) shall be paid monthly by Lender, by written waiver, by Lender, Borrower shall pay to Lender on the due date monthly payments due date under the Note, until the Note is paid in full, a sum („Funds“) for general taxes and assessments which may affect this Security instrument as a lien on the Property; (b) general household payments or board costs on the Property, if any; (c) yearly maintenance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, unless funds are called. Borrower shall pay to Lender, at any (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Lender, a federal insurance premium, if any; (g) yearly property tax insurance premiums; (h) general

1. Payment of principal and interest Prepayment and late charges shall promptly pay when due the principal of all notes evidenced by the Note and any prepayment and late charges due under the Note.

variations by agreement to consultive a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverments for national use and non-national coverments with limited general use and non-use limitations.

and fixtures now or hereafter a part of the property. All replacements, alterations, additions, improvements, and renewals now or hereafter made in the improvements now or hereafter erected on the property, shall also be considered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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

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לדרונטס (LDRONOTS) – פרג'ינן ג'אנני פאנטינו וויאר/פדריקו מוס' דונז'וואלה הילטומגנט

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11. *Hortorius' Not Rehearsed Performance by Leader Not a Writer*. — Extension of the rule for payment of compensation to provide the expense of any flight or remedy.

I hope you will find the following information useful in your search for a new job.

If the properties of the boronate ester formed by addition of the carboxylic acid to the boronate ester are different from those of the starting materials, whether or not there are

In the case of a total failure of the properties, the properties shall be applied to the sum received by the Second Fund.

For more information on how to get involved in the campaign, visit www.letitnotend.org.

more information. Under no circumstances can we afford to let the impression spread that our country is not fully committed to the fight against terrorism.

8. Software Licensee. If Licensee receives or obtains title to software or documentation or other materials or information from Seller, Seller shall be entitled to receive payment for such software or documentation or other materials or information at the rate and in the manner specified in the applicable license agreement between Seller and Licensee.

such anomalies disappeared by 1990 under this programme. Such benefits add important detail of biodiversity required by this programme.

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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 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender 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. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 Relocate. 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.

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(7/10/2008 10:00 PM)

וְרֹאשָׁיו וְיַעֲשֵׂה אֶת־מִצְרָיִם כַּאֲשֶׁר־יָמַר־לְךָ מֶלֶךְ־יִשְׂרָאֵל.

- Available Rate Rider
 - Endowment Rider
 - 14 Family Rider
 - Adjustable Rate Rider
 - Graduated Payment Rider
 - Planned Limit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Floor Rider
 - Balloon Rider
 - Other(s) specify _____

www.merriam-webster.com

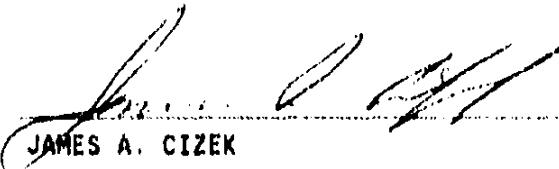
24. **Redress** In this **Secondly** instrument if one or more orders are exceeded by tolls or other charges levied by the port authorities and subsequently paid over to the port authorities, the port authorities shall be liable to pay the amount so paid over to the port authorities.

22. Whether a person's payment of the sum received by him during his term under any secondment without charge to former employer for any reasonable period of time.

that failure to do so can constitute a violation of the First Amendment protection
enjoyed by the press under the First Amendment law.

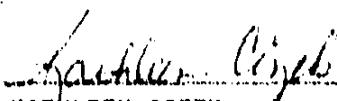
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this security instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:



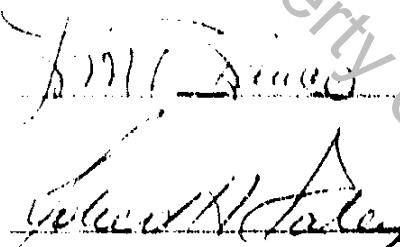
JAMES A. CIZEK

(Real)
Borrower



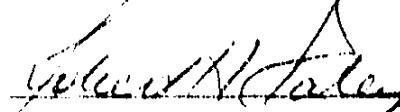
KATHLEEN CIZEK

(Real)
Borrower



JOHN H. KELLEY

(Real)
Borrower

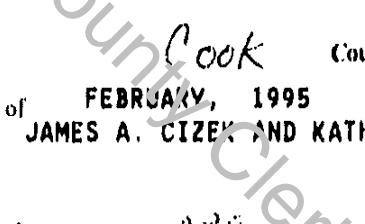


JOHN H. KELLEY

(Real)
Borrower

Space Below This Line For Acknowledgment

STATE OF ILLINOIS,



Cook

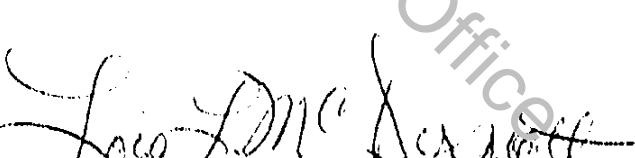
County ss:

On this, the 21ST day of FEBRUARY, 1995 before me, the subscriber, the undersigned officer, personally appeared JAMES A. CIZEK AND KATHLEEN CIZEK, HIS WIFE

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

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

My Commission expires: 11/21/98

Lois L. McDermott
NOTARY PUBLIC

TITLE OF OFFICER

RECORD AND RETURN TO:

G.E. CAPITAL HOME EQUITY SERVICES
ATTN: NANCY TRUELAND, POST CLOSING
3 EXECUTIVE CAMPUS
P.O. BOX 5039
CHERRY HILL, NJ 08034-0389



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Property of Cook County Clerk's Office

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