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THIS MORTGAGE IS MADE IN FULL PAYMENT OF THE DEBT ORIGINALLY INCURRED BY THE BORROWER UNDER THE MORTGAGE DATED FEBRUARY 28, 1995, IN THE AMOUNT OF \$12,000.00, THE BALANCE OF WHICH IS NOW DUE AND PAYABLE TO THE LENDER.

95165282

DEPT. OF RECORDING 433.00
12777, TRAM 68103/10/95 16124100
1995 DC # 95-165282
COOK COUNTY RECORDER

02310028

MORTGAGE

THIS MORTGAGE is made this 28TH day of FEBRUARY 19 95 between the mortgagor, **RAYMOND JAY SMITH JR, DIVORCED** (herein "Borrower"), and the Mortgagee, **G.E. CAPITAL MORTGAGE SERVICES, INC.** a corporation organized and existing under the laws of NEW JERSEY whose address is **3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08034-0389** (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ **12,000.00** which indebtedness is evidenced by Borrower's note dated **FEBRUARY 28TH, 1995** and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on **MARCH 6TH, 2011**.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance or with to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower hereinafter contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **COOK**, State of **Illinois**:

Property Tax Index Number:

SEE SCHEDULE 'A' ATTACHED

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:
3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08002

28-23-121-005

95165282

which has the address of **3715 ARTHUR TERRACE,**
(Street)

MARKHAM
(City)

Illinois **60426** (herein "Property Address");
(Zip Code)

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ILLINOIS - SECOND MORTGAGE - 1/80 - FNM/ALH/MC UNIFORM INSTRUMENT

Form 3014 (Page 2 of 4)

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds Lender may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Funds are pledged as additional security for the sums secured by this Mortgage.

The Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such charge. Borrower and Lender and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution) Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution on the deposits or accounts of which are deed of trust if such holder is an institutional lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which shall be paid in priority over this Mortgage and ground rents on the Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

7. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay indebtedness evidenced by the Note and he covenants to pay when due the principal and interest

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

subject to encumbrances of record.

covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, hereinafter referred to as the "Property."

and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are appurtenance and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,

THE INSTRUMENT WAS PREPARED BY SAID PARTY AND THE RECORDING FEE IS PAID TO THE RECORDING OFFICE.

RECORDING OFFICE: BOX 3000, CHERRY HILL, IL 62015

95163282

DATE: 11/11/2011

TIME: 11:11 AM

ILCOR 11/11/2011

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00201A (9-89)

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814 (Page 3 of 4)

10. Lender of the property or a portion thereof in borrower. If any or any part of the property of the borrower is subject to a lien or other encumbrance, the borrower shall pay the same.

11. Lender of the property or a portion thereof in borrower. If any or any part of the property of the borrower is subject to a lien or other encumbrance, the borrower shall pay the same.

12. Borrower shall pay the same.

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16. Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest with improvements made to the Property.
15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

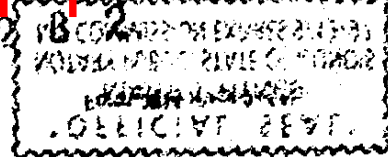
13. Governing Law. The state and local laws applicable to the Mortgage shall be the law of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it by mailing such notice by certified mail as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. Successors and Assigns Bound, Joint and Several Liability. Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 10 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, it or does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing or modifying this Mortgage as to that Borrower's interest in the Property.
10. Borrower's Release, Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify, amend, or release the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. Any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
8. Borrower's Release, Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify, amend, or release the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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ILLINOIS - SECOND MORTGAGE 100 - FNMA/FHLMC UNIFORM INSTRUMENT

11. COVENANTS

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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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage, without further notice or demand on Borrower.

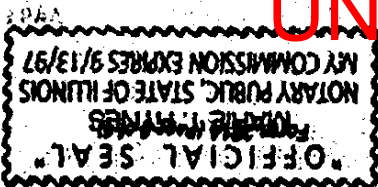
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower on this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.



Notary Public

Mrs. [Signature]

My Commission expires:

Given under my hand and official seal, this 20TH day of FEBRUARY, 1995

free voluntary act, for the uses and purposes herein set forth, personally known to me to be the same person(s) whose name(s) 15 subscribed the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his

RAYMOND JAY SMITH JR., a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS

County as: Chl

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

RAYMOND JAY SMITH JR.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance, of any sale or other foreclosure action, of governmental proceedings, and

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any, but not the cost of recording this instrument.

21. Waiver. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

CHERRY HILL, NJ 08034-0389

P.O. BOX 5039
3 EXECUTIVE CAMPUS
ATTN: NANCY TRUEND, POST CLOSING
G.E. CAPITAL HOME EQUITY SERVICES

RECORD AND RETURN TO:

7226291566

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SCHEDULE A

LOT 3 BLOCK 9 IN ARTHUR T MC INTOSH AND COMPANY'S SOUTHTOWN MANOR UNIT #2,
BEING A SUBDIVISION IN THE NORTH WEST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY
LINE OF SECTION 23, TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY ILLINOIS.

Property of Cook County Clerk's Office

95165282

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THIS DOCUMENT IS UNOFFICIAL AND SHOULD NOT BE USED FOR OFFICIAL PURPOSES. IT IS SUBJECT TO CHANGE WITHOUT NOTICE AND IS NOT TO BE DISTRIBUTED OUTSIDE THE OFFICE OF THE CLERK OF THE COURT. ANY REVISIONS WILL BE MADE WITHOUT NOTICE.

Property of Cook County Clerk's Office