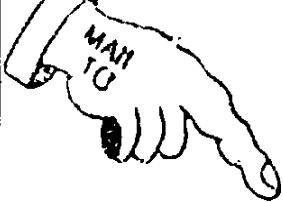


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95291892

RECORD AND RETURN TO:
WINDSOR MORTGAGE INC.

3201 OLD GLENVIEW ROAD
WILMETTE, ILLINOIS 60091

Prepared by:
JIM WRZALA
WILMETTE, IL 60091

0001-01 RECORDING 131,50
T40011 TEAM 6623 05/03/95 14:37:00
48593 # RM *-75-291892
COOK COUNTY RECORDER

Space Above This Line For Recording Data
3074422 MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 24, 1995. The mortgagor is DAVID R. GEE AND LORI D. GEE, HUSBAND AND WIFE.

The mortgagor ("Borrower") is indebted to the mortgagee, WINDSOR MORTGAGE INC.,

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3201 OLD GLENVIEW ROAD, WILMETTE, ILLINOIS 60091. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY THOUSAND ONE HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 130,150.00).

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 APRIL 1, 2025. 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, in the state of Illinois, in the United States of America:

LOT 18 IN MCDOUGALL'S SUBDIVISION OF BLOCKS 1 TO 3, IN MCGRANE'S SUBDIVISION OF LOT 3, IN COUNTY CLERK'S DIVISION OF LOT 1 AND 2 TO 15, IN FITCH AND HECKO'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-15-212-033

95291892

which has the address of 4744 NORTH KELSO AVENUE, CHICAGO,

Illinois 60630

Zip Code ("Property Address"):

ILLINOIS-Single Family-FNMA,FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

244P -6RIL 1991

Amended 5/91

LMP MORTGAGE FORMS - 1800-521-7201

Page 1 of 6 Initials: *[Signature]*

ATTORNEY'S NATIONAL
TITLE NETWORK, INC.

95291892

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310/6/95

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In the lower-left block we see payoffs from different articles; however, such payoffs turn out to reward reciprocating even among non-friends.

4. (Under) lessees, lessors, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property.

1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

of the Report), shall apply any funds held by Leader at the time of resolution of sale as a credit against the sums secured by funds held by Leader.

(c) the Funds held by Lender exceeded the amounts permitted to be held by Borrower under applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Liens 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 twelve months, at Lender's sole discretion.

The Funds shall be held in an escrow account whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, unless Lender pays his/her fees, unless Lender 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 his loan, unless Lender provides otherwise. Lender shall give an affidavit to the Funds as set forth above for all sums secured by this security instrument.

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 monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue during the year, (b) yearly leasehold payments, (c) yearly flood insurance premiums or premium rents on the Property, if any; (d) yearly hazard or property insurance premiums; (e) yearly sums payable by Borrower to Lender, in accordance with any; (f) yearly insurance premiums, if any; and (g) any sums payable by Lender, in lieu of the payment of mortgage insurance premiums. These items are called "Funds" or "Fees" or other names with similar meanings.

3. Payment of Premiums. Lender may collect and hold Funds in an amount not to exceed the maximum amount a Lender for a related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"). unless otherwise provided in the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future years or other times in accordance with applicable law.

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

variations by jurisdiction to constitute a uniform security instrument covering real property.

BIRKINWELL GOVERNANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagethe same to the trustee in the manner provided in this instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property, all replacements and additions shall also be governed by this Second Deed.

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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.

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



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of any other address shall be given by the teacher. Any notice to learner shall be given by the class and to all by the class and unless applicable law requires use of another method. The notice shall be directed to the property Address of the addressee.

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 of other loans charged collected or to be collected in connection with the loan exceeds the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge below the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit, and the remainder of the charge shall be reduced by the amount necessary to reduce the charge below the permitted limit; but in either case the total amount paid by Borrower will not exceed the amount originally contracted for by Borrower.

12. Successors and Assigns: Joint and Several Liability. Co-signers, the co-owners and grantees of this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 1.

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.

If the Property is abandoned by the owner, or it, after notice by Lender to Borrower that the condominium offers to make immediate award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument whether or not it is due.

10. **Condemnation.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. In respect of its agent may make reasonable entries upon and inspections of the Property, Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

obtain coverage which is equivalent to the insurance previously in effect, at a cost substantially equivalent to the monthly premium previously in effect, from an ultimate subscriber approved by Leader.

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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 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 attorney's 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

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

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS,
RECEIVED BY THE
Kosciusko County Sheriff's Office
Kosciusko County, Indiana

filterpower (Seal) _____

—Borrower —LORI D. GEEC —

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

<input type="checkbox"/> Family Rider	<input type="checkbox"/> Condumium Rider	<input type="checkbox"/> Planmed Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [Specify]	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Adjustable Payment Rider	<input type="checkbox"/> Ballardin Rider	<input type="checkbox"/> Rate Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider
<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Ballardin Rider	<input type="checkbox"/> Payment Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider
<input type="checkbox"/> Adustable Rate Rider	<input type="checkbox"/> Ballardin Rider	<input type="checkbox"/> Payment Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider
<input type="checkbox"/> Adustable Rate Rider	<input type="checkbox"/> Ballardin Rider	<input type="checkbox"/> Payment Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider	<input type="checkbox"/> Other Rider

24. Rides in 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. Whether or if there is a fee charged, Borrower will pay all right of homestead exemption in the Property without charge to Borrower; Borrower shall pay any recording costs.

27. **Introducing:**, but not limited to, reasonable attorney fees and costs of the defense.

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