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JUN 14 1995

RECEIVED
COOK COUNTY RECORDER
RECORDED 6/14/95 BY G.E. CAPITAL MORTGAGE SERVICES, INC. FOR PAUL MIRALDI, JR. AND SUSAN M. FOX, AS BORROWER IN MORTGAGE INSTRUMENT RECORDED 6/14/95.

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COOK COUNTY RECORDER

HEIRLOOM TITLE COMPANY

RECORDED 6/14/95 BY G.E. CAPITAL MORTGAGE SERVICES, INC. FOR PAUL MIRALDI, JR. AND SUSAN M. FOX, AS BORROWER IN MORTGAGE INSTRUMENT RECORDED 6/14/95.

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Prepared by **MELANIE SCHULKE****G.E. CAPITAL MORTGAGE SERVICES, INC.**

H 1996.4)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 2ND, 1995

The mortgagor is **PAUL MIRALDI, JR. A SINGLE PERSON AND SUSAN M. FOX**

A SINGLE PERSON. The address of the mortgagor is **3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08034-0389**. The mortgagor is the principal and sole owner of the property described in Paragraph 7 below, hereinafter referred to as the "Borrower". This Security Instrument is given to **G.E. CAPITAL MORTGAGE SERVICES, INC.**, the trustee or servicer, which is organized and existing under the laws of **NEW JERSEY**, having its principal office at **3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08034-0389**, and whose address is **3 EXECUTIVE CAMPUS P.O. BOX 5039, CHERRY HILL, NJ 08034-0389**.

Borrower owes Lender the principal sum of **ONE HUNDRED TEN THOUSAND FOUR HUNDRED THREE AND 65/100 Dollars (U.S. \$ 110,403.65)**. 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 **JUNE 07, 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: County, Illinois:

described as follows: **LOT 95 IN ROBERT BARTLETT'S GREEN FIELDS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 26, AND THAT PART LYING SOUTH AND EAST OF THE JOLET AND CHICAGO RAILROAD OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 38-NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

TAX ID #: **18-27-203-025**

SERIALIZED / INDEXED / ATTACHED /

LOT 95 IN ROBERT BARTLETT'S GREEN FIELDS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 26, AND THAT PART LYING SOUTH AND EAST OF THE JOLET AND CHICAGO RAILROAD OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 38-NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STATEMENT OF PROPERTY ADDRESS: **7316 S CORK** (Property Address); **60458** (Zip Code); **Illinois** (State).

STATEMENT OF PROPERTY ADDRESS: **7316 S CORK** (Property Address); **60458** (Zip Code); **Illinois** (State).
which has the address of **7316 S CORK**

JUSTICE

(CM)

3350DR

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(1/10 © 2009) 00/0 0000 0000

לרכישת ציון. ג'ינג'ג פארלי. ראנטן מילר/נתקה מזכות חוויה ואמון בה. צוות

(pro-*s*) *zopept*

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lenders under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1, 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly render to Borrower any funds held by Lender at the time of acquisition of data as a credit against the amount of the Property, shall apply any funds held by Lender to the payment of the Note, and shall release the security interest in the Property.

If the **Funds held by Lender** exceed the amount permitted to be held by applicable law, a **Lender** shall account to **Borrower** for the excess **Funds** in accordance with the requirements of applicable law. If the amount held by **Lender** exceeds the amount permitted to be held by **Lender's** to **Borrower**, **Lender** shall pay to **Borrower** the amount held by **Lender** in excess of the amount permitted to be held by **Lender**.

1. Payment of principal and interest Prepayment and late Charge. If or when shall promptly pay without due notice principal of all indebtedness evidenced by the Note and any prepayment and late charges due under the Note.

UNION OF GOVERNANTS, letterwriter and Leander government will agree as follows:

Definitions of superficies or surfaces & dimensions scarcely mentioned elsewhere in property.

THE SECOND TRANSITION continues until we have got rid of non-minimum elements with minimal

and will defend reasonably the title to the property without any amendment and deposit of record.

BORROWER COVENANTS shall Borrower to the foregoing is referred to as the "Borrower".

Local minimum values will be the minimum values found in the neighborhood of each local minimum point.

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¹Information on the use of the term "black" in the 1990 census is available at www.census.gov/population/www/cen1990/black.html.

John C. W. B. - 1961-1962

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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 authorizing thelien 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.

3. 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 sensible 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 accrued 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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17. **Successors and Assigning Bonds:** Joint and Several Liability Co-signers. The co-signers and agreeements of the Security Instrument shall bind and bequeath the co-signers and assignees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-signers and agreeements shall be joint and several. Any Borrower who signs the Security Instrument shall be liable to Lender and Borrower and any other Borrower who signs the Security Instrument shall be liable to Lender and Borrower and any other Borrower.

Chances Lesender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments. 11. Borrower Not Relesed. By Lesender Not. However, Extension of the time for payment of modification of amortization of the sum received by the Security Instrument granted by Lesender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lesender of Borrower shall not be entitled to receive the sum received by the Security Instrument granted by Lesender to any successor in interest of Borrower or Borrower's successors in interest unless Lesender has paid all amounts due under the instrument.

If the Prospective lessee abandons or fails to pay rent, or if, after notice by Lessor for damages, Lessor sends notice to Lessee to repair the damage within 30 days after the date the notice is given, Lessee is authorized to deduct from the security deposit held by Lessor the cost of repairing the damage.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security instrument or to the amount of the sum due and shall be paid to Lender.

Whether or not there shall be any excess paid to Borrower, in the event of a partial taking of the property in which the market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by this Security instrument, the amount of the sum due and the amount of the sum secured by this Security instrument shall be applied to the sums secured by this Security instrument or to the amount of the sum due and shall be paid to Lender.

Whether or not there shall be any excess paid to Borrower, in the event of a partial taking of the property in which the market value of the property immediately before the taking is less than the amount of the sum due and the amount of the sum secured by this Security instrument shall be applied to the sums secured by this Security instrument or to the amount of the sum due and shall be paid to Lender.

10. **Condemnation.** The proceeds of any award or claim for damages, or for condemnation in connection with the property, or for convenience in the use of condemned land, are hereby awarded

Any amount due under this paragraph γ shall become additional debt of Borrower secured by this
Secondly, if circumstances, unless otherwise and Leader agree to other terms of payment, these amounts shall bear interest from
the date of disbursement in the Note and shall be payable, with interest, upon notice from Leader to Borrower regarding
payments.

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DO NOT REUSE

REPLACED OR REVOKED - ONE SIGNATURE IS REQUIRED FOR EACH SIGNER

ONE SIGNATURE IS REQUIRED

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 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.

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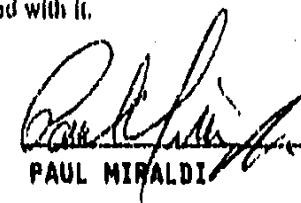
<p>21. NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:</p> <p>(a) Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law so provides otherwise). The notice shall specify: (a) the default in cause (the default, as set forth in this instrument, for which Lender is entitled to sue for the amount of the principal balance due and unpaid); (b) the date the notice is given to Borrower, by which the default must be cured; and (c) a date, no less than 10 days from the date the notice is given to Borrower, by which the default must be cured (d) that Lender is entitled to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, for collection proceedings and sale of the property, if the notice is given to the Borrower to rectify the default after acceleration and the right to recover the principal balance due and unpaid, together with interest thereon, from the date of acceleration to the date of sale or cancellation of the property, but does not limit Lender's rights to recover attorney's fees and costs of title defense.</p> <p>(b) Waiver of Foreclosure. Borrower hereby releases and waives all rights under and by virtue of the foreclosed or examination laws of this state.</p> <p>(c) Right to Cure. If one or more riders are excused by Borrower and recorded together with this Security Instrument, if one of the riders(s) were a part of this Security Instrument and supplemental to the covenants and agreements of this Security Instrument, the conveyances and agreements of such rider(s) shall be incorporated into and made a part of this Security Instrument.</p>	<p>22. Release. Upon payment of all amounts secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recodification costs.</p> <p>23. Waiver of Foreclosure. Borrower hereby releases and waives all rights under and by virtue of the foreclosed or examination laws of this state.</p> <p>24. Riders to this Security Instrument. If one or more riders are excused by Borrower and recorded together with this Security Instrument, the conveyances and agreements of such rider(s) shall be incorporated into and made a part of this Security Instrument and supplemental to the covenants and agreements of this Security Instrument.</p> <p>Check applicable boxes:</p> <p><input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Contourline Rider <input type="checkbox"/> 1-A Family Rider</p> <p><input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Biweekly Payment Rider</p> <p><input type="checkbox"/> Home Improvement Rider <input type="checkbox"/> Second Home Rider</p> <p><input type="checkbox"/> balloon Rider <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Other(s) specify _____</p>
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As used in this paragraph 2D, "hazardous substances" are those substances defined as toxic or hazardous substances by Regulation 19 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 2D, "environmental law" means federal laws and laws of this jurisdiction where the property is located that relate to health, safety or environmental protection.

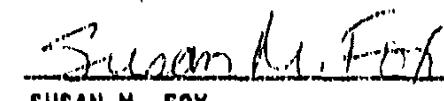
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this security instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:



PAUL MIRALDI

(Real)
Borrower


SUSAN M. FOX

(Real)
Borrower(Real)
Borrower(Real)
Borrower

Space Below This Line For Acknowledgment

STATE OF ILLINOIS,

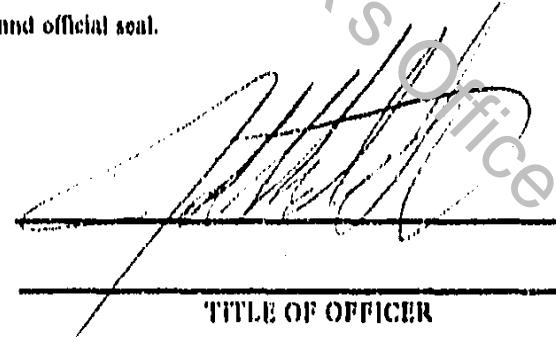
County of Cook

On this, the 2ND day of JUNE, 1995 before me, the subscriber, the undersigned officer, personally appeared PAUL MIRALDI JR. A SINGLE PERSON AND SUSAN M. FOX A SINGLE PERSON

known to me (or satisfactorily proven) to be the person(s) whose name
and acknowledged that executed the same for the purposes herein contained.

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

NOTARY PUBLIC
My Commission expires 08/29/95
Joseph K. Steck
Notary Public, State of Illinois
My Commission expires 08/29/95



TITLE OF OFFICER

RECORD AND RETURN TO:

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

95277330

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Property of Cook County Clerk's Office

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