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REC'D-01 REC'D-01 \$3,00
130019 TRAN 1177 07/09/96 11:53:00
47256 1 101 F 126 33133142
COOK COUNTY RECORDER

RETURN TO:
GMAC Mortgage Corporation of PA
100 Witmer Road
Horsham, PA 19044-0963
ATTN: Capital Markets

(Space Above This Line For Recording Data)

MORTGAGE

LOAN NO: 455455402

THIS MORTGAGE ("Security Instrument") is given on June 25, 1996
Thomas M. Carroll and Dona S. Carroll, husband and wife

The mortgagor is

("Borrower"). This Security Instrument is given to

GMAC Mortgage Corporation of PA

which is organized and existing under the laws of Pennsylvania,
address is 100 Witmer Road, P.O. Box 963, Horsham, PA 19044

, and whose

("Lender"). Borrower owes Lender the principal sum of
One Hundred Nineteen Thousand Seven Hundred and 00/100

Dollars (U.S. \$ 119,700.00)

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 July 1, 2011. 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:

See attached Schedule A

This instrument does not affect to whom the tax
bill is to be mailed and therefore no Tax Billing
Information Form is required to be recorded with
this instrument.

which has the address of 433 Woodlawn Ave, Glencoe
Illinois 60022

(Street, City)

(Zip Code)

ILLINOIS Single Family FNMA/FHLMC UNIFORM INSTRUMENT

GMACM-CM8.0012.II (8808)

Page 1 of 8

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Form 3010-84/90
11/1981

BOX 333-CTI

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Borrower shall promptly discharge any lien which has priority over this Security Instrument until a Borrower: (a) satisfies in writing to the payee all of the obligations secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien to a purchaser for whom the title is free of the lien; or (c) receives from the holder of the lien in, legal proceeding whereby it is rendered a judgment against the Borrower for the amount of the debt.

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under Paragraph 1 and 2 shall be applied: first, to any prepayment charges due under this Note; second, to principal due; and last, to any late charges due under this Note.

twelve months by payment at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, immediately, or eventually by a federal agency, immediately, or eventually to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months. Lender may not charge Borrower for holding and applying the Funds, normally delaying the escrow items. Lender may not charge Borrower for holding and applying the Funds, normally delaying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law 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 in connection with this loan, unless applicable law provides otherwise. Lender is not liable for any deficiency in payment of taxes or assessments if it is caused by Lender's failure to pay the Funds, unless Lender is required to pay the deficiency by applicable law. Lender shall be liable for any deficiency in payment of taxes or assessments if it is caused by Lender's failure to pay the Funds, unless Lender is required to pay the deficiency by applicable law. Furthermore, Lender shall be liable for any deficiency in payment of taxes or assessments if it is caused by Lender's failure to pay the Funds, unless Lender is required to pay the deficiency by applicable law. Additionally, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service in connection with this loan, unless Lender is required to pay the deficiency by applicable law. Lender shall be liable for any deficiency in payment of taxes or assessments if it is caused by Lender's failure to pay the Funds, unless Lender is required to pay the deficiency by applicable law.

principal of and interest on the debt evidenced by the Note and any prepayment and late charge due under the Note.

UNIFORM GOVERNANTS. Borrower and Lender covenant and agree as follows:

BORROWER GOVERNANTS shall Borrower is lawfully entitled of this certificate hereby acknowledged and has the right to motor vagage, **equally and convey the Property and that the Property is unencumbered, except for circumstances of record.** Borrower warrants and conveys the Property and that the Property is unencumbered, except for circumstances of record. Borrower warrants and conveys the Property and that the Property is unencumbered, except for circumstances of record. Borrower warrants and conveys the Property and that the Property is unencumbered, except for circumstances of record. Borrower warrants and conveys the Property and that the Property is unencumbered, except for circumstances of record.

EXCERPT FROM THE DEED OF RELEASE: "I, the undersigned, do hereby release and quitclaim to the City of Seattle all the right, title and interest I may have in and to the property described above, subject to the rights of the lessees of record."

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LOAN NO: 455455402

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to

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Form 3014-8/80

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Securitization instruments shall be subject to laws which govern the conduct of business in this jurisdiction.

Lender, address a stated herein or any other addressee Lender designation by notice to Borrower. Any notice provided for in this Section shall be deemed to have been given if delivered personally to Borrower or if delivered when given via a method set forth in this Agreement.

14. Notice, 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 Proprietary Address or my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

Prepared by the members of the Standing Committee on Environment and Development under the Note.

(c) **Loan Charges.** If the loan received by the SecuritY institution 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 deducted by the institution necessary to reduce the charge to the permitted limit; and (b) under any such loan charge to make the reduction by reducing the principal owed under the Note or by making a direct payment to the owner. If a refund reduction principal, the reduction will be treated as a partial prepayment without any charge.

make any accommodations with regard to the terms of this Security Instrument or the Note which it borrows, contingent upon such other terms as may be agreed upon by the parties hereto.

12. **Succesiveous and Assimilating Boundaries; Jolint and Severeul; Ijabbally; C-a-glytineen.** The covermnaria and agreements of the security instruments shall bind and benefit the successors and assigns of Lajder and Borroower, unless set to the provisions of the security instruments; and (c) agrees to this Security instrument; and (d) agrees to this Security instrument under the terms of this Security instrument; (b) it is unconditionally obligated to pay the amounts demanded by this Security instrument; and any other amounts payable to Borroower or to the other creditors in accordance with the Proportionality rule.

successor to her in the interim, any remittance of any remittance by the remitter in exercising his or her right of remedy shall not be a waiver of or preclude the exercise of any right of remedy.

11. Borrower Not Relieved; Forbearance by Lender Not a Waiver; Extension of the time for payment or modification of, or any other amendment granted by Lender to any agreeable in interest of Borrower shall

Unless a 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 Borrower, or if, after notice by Lender to Borrower that the condominium offers to make all award of title a claim for damages, Borrower fails to respond to Lender within 30 days after 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 amounts received by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sum accrued by the Security Instruments, whether or not the same accrued by the Security Instruments whether or not the same accrued by the Security Instruments.

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.

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

9. **Inspec~~tion~~**. Landor or its agent may make reasonable inspections upon and inspect~~ations~~ of the property. Landor will give

the in effect. Under will accept, the remain the same as a loan receive in lieu of mortgagor's insurancce. Such received payment shall retain the same as a loan receive in lieu of mortgagor's insurancce. Such received

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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. This 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. These 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 title 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 Substances 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Form 3014 G/90

Page 6 of 6

OMACM - CMS-0012.M (1990)

NY Commisioner of Insurance
Nancy Phillips, State of Illinois
STEVEN J. PISCETELLO
"OFFICIAL SEAL"
Cindy Hyakelton
Cindy Hyakelton Corporation of PA
1301 Octisce Center
Rock Washington, PA 19034

1996

This instrument was prepared by: Cindy Hyakelton
Cindy Hyakelton Corporation of PA

My Commission Fixtures

Given under my hand and official seal, this 25th

delivered to the foregoing instrument, appeared before me this day in person, and acknowledged this day 1996. Personally known to me to be same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged this day 1996.

Thomas M. Carroll and Donna S. Carroll, husband and wife, a Notary Public in and for all county and state do hereby certify that

STATE OF ILLINOIS, COOK

Borrower
(Seal)

Borrower
(Seal)

Thomas M. Carroll
(Seal)
Borrower
(Seal)

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

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

24. Rider of Homeestead, Borrower waives all right of homestead exemption in the Property.

25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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Property of Cook County Clerk's Office

LOT 15 (EXCEPT THE WEST 5 FEET THEREOF), WEST 1/2 OF LOT 16 (EXCEPT THE EAST 10 FEET THEREOF OF THE SOUTH 1/2 THEREOF AND ALSO EXCEPT THE EAST 14 FEET OF THE NORTH 1/2 THEREOF) IN BLOCK 1 IN THE CHICAGO NORTH SHORE LAND CO'S SUBDIVISION IN SECTIONS 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office