

96517332

DOUG KILZ OR JASON BARNES
CHICAGO TITLE UNISOURCE
625 W. RIDGE PIKE SUITE 205
BUILDING B
CONSHOHOCKEN, PA 19428

DEPT-01 RECORDING \$35.50
T#0004 TRAN 1644 07/08/96 09:59:00
\$7329 + LF *-96-517332
COOK COUNTY RECORDER

RECORD AND RETURN TO:

(Space Above This Line For Recording Data)

Prepared by MICHELLE PHELPSG.E. CAPITAL MORTGAGE SERVICES, INC.35.50
1/19

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 10TH, 1996
The mortgagor is ANTHONY S. JACQUEST AND BONNIE S. JACQUEST, HIS
WIFE

("Borrower"). This Security Instrument is given to G.E. CAPITAL MORTGAGE SERVICES, INC.,
which is organized and existing under the laws of NEW JERSEY, and whose address is
3 EXECUTIVE CAMPUS P.O. BOX 5039 CHERRY HILL, NJ 08034-0389 ("Lender").
Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ 75,200.00). 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 JUNE 14, 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:

TAX ID #: 19-34-324-028

96517332

SEE SCHEDULE 'A' ATTACHED

which has the address of 8406 S KENTON AVENUE

CHICAGO

(City)

Illinois

60652

(Zip Code)

("Property Address");

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(40-8) 200201

• *psychiatry*

a. **Chargers;** Lenses, Borrower shall pay all taxes, assessments, charges, interest and impositions attributable to the property which may attain priority over this Security Instrument or ground rents, if any. Borrower shall pay the amounts due under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender recitals evidencing

3. application of penalties. Unless otherwise law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any principal due; and last, to any late charges due under Note.

Secured by this Security Instrument

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

any time is not sufficient to pay the Escrow items 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 take up the deficiency in no more than twelve monthly payments, all Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount held by Lender held by Lender for the excess Funds in accordance with the requirements of applicable law.

1. Payment of principal and interest, repayment 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.

10

INTERIOR CUSHIONANTS Bristowes and I under separate and distinct ownership.

variations by its dedication to consistency and uniform security instruments covering real property.

THIS SECURITY INSTRUMENT combines uniform convenience for national use and non-uniform conventions with limited general applicability due to the property against all debts and demands, subject to any encumbrances of record.

great and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENANTS All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and **all fixtures** now or hereafter a part of the property. All replacements and additions shall also be covered by this Security.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

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

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

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

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11. Borrower Not Responsible for Breach of Leasehold, Forbearance by Lender Not a Waiver. Extension of time for payment of principal or interest or for any other amount due under this Security Instrument shall not extend the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Successors and Assigns Bound; Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note is co-signing this Security Instrument only to mortgage, grants Lender and Borrower's interest in the property under the terms of this Security Instrument; (b) it not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, amend or renew this Security Instrument, and any other Borrower may agree to pay the sums secured by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to extend, modify, amend or renew this Security Instrument.

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

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13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located in the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to 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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- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Biweekly Payment Rider Planned Unit Development Rider Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) specify _____

Check applicable box(es)

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of 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.

23. Waiver of Homeowner liability releases all rights under and by virtue of the homestead exemption laws of this state.

22. 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.

this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence, 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 attorney fees and costs of title evidence, if the default is not cured in full after payment of any other defense of Borrower to acceleration and foreclosure. If the foreclosure proceeding the non-existence of a default or any other defense of Borrower to right to assert in the foreclosure proceeding the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property must be cured; and (d) that failure to cure the date specified in the notice may result in acceleration defaults; (c) a date, not later than 30 days from the date the notice is given to Borrower, by which the default must defaulting (b) the action required to cure the breach of any covenant or agreement otherwise, the notice shall apply to 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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument).

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gassoline, 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.

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:

Anthony S. Jacquest
ANTHONY S. JACQUEST

(Seal)
Borrower

Bonnie S. Jacquest
BONNIE S. JACQUEST

(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower

Space Below This Line for Acknowledgment

STATE OF ILLINOIS,

County ss:

On this, the 10TH day of JUNE, 1986 before me, the subscriber, the undersigned officer, personally appeared ANTHONY S. JACQUEST AND BONNIE S. JACQUEST, HIS WIFE

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

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

PATRICIA M. PICARD

Public, State of Illinois
My Commission Expires 1/1/88

My Commission expires:

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

56524732

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Property of Cook County Clerk's Office

36547432

UNOFFICIAL COPY

RECORDED IN COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

LOT 272 IN SCOTTSDALE SECOND ADDITION BEING A SUBDIVISION OF LOTS 1 AND 2 (EXCEPT THE WEST 33 FEET OF SAID LOTS 1 AND 2) OF THE SUBDIVISION MADE BY LEROY COOK AND OTHERS OF LOT 1 IN ASSESSORS DIVISION OF SECTION 34. TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1902 IN COOK COUNTY, ILLINOIS.

PIN #: 19-34-324-028-0000.

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