

96692376

DEPT-01 RECORDING \$35.50
 700014 TRAN 8418 D9/10/96 15118100
 05646 4 JW 4-95-692376
 COOK COUNTY RECORDER

1122983

(Space Above This Line For Recording Date)

Prepared by 911 G.E. CAPITAL MORTGAGE SERVICES, INC.**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on AUGUST 29TH, 1996
 The mortgagor is JAMES W RICHARDSON AND BULA M RICHARDSON, HIS WIFE
IN JOINT TENANCY.

("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 8039 CHERRY HILL, NJ 08034-0839 ("Lender").
 Borrower owes Lender the principal sum of SIXTY EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ 68,000.00). 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 SEPTEMBER 04, 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

COOKCounty, IllinoisTAX ID #: 21-31-130-011-0000

SEE SCHEDULE 'A' ATTACHED

which has the address of 8239 S MANISTEE AVENUE
 Illinois 60617
(Street)
(Zip Code)

(Property Address)
CHICAGO
(City)
J.W.P.
J.R.

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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) consents 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 so 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 household, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the household 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, appealing 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.

J.W.C.
J.W.C.

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12245 (1-61)

Form 3614/80 (P.A.D.) 6/72

LIENHOLD • Single Family - Family Household Non Uniform Inventory

General

17. Security Deposit. Lender Borrower shall pay the damages incurred by the Seller in maintaining the property until paid in full, plus interest thereon at the rate of 10% per annum, plus reasonable attorney's fees and costs, and all expenses, including court costs, attorney's fees, and other expenses, which may be incurred by the Seller in recovering such amount from the Buyer or his heirs, executors, administrators, or personal representatives, or from any other person who may have succeeded to the title to the property, or from the Buyer's insurance company if the Buyer fails to pay the amount due. In addition, the Seller shall be liable to the Seller for any loss sustained by the Seller as a result of the Buyer's failure to pay the amount due.

18. Security Deposit. Lender Borrower shall not be liable for any damage sustained by the Seller or his heirs, executors, administrators, or personal representatives, or from any other person who may have succeeded to the title to the property, or from the Buyer's insurance company if the Buyer fails to pay the amount due.

19. Security Deposit. Lender Borrower shall be liable for any damage sustained by the Seller or his heirs, executors, administrators, or personal representatives, or from any other person who may have succeeded to the title to the property, or from the Buyer's insurance company if the Buyer fails to pay the amount due.

20. Security Deposit. Lender Borrower shall be liable for any damage sustained by the Seller or his heirs, executors, administrators, or personal representatives, or from any other person who may have succeeded to the title to the property, or from the Buyer's insurance company if the Buyer fails to pay the amount due.

21. Security Deposit. Lender Borrower shall be liable for any damage sustained by the Seller or his heirs, executors, administrators, or personal representatives, or from any other person who may have succeeded to the title to the property, or from the Buyer's insurance company if the Buyer fails to pay the amount due.

22. Security Deposit. Lender Borrower shall be liable for any damage sustained by the Seller or his heirs, executors, administrators, or personal representatives, or from any other person who may have succeeded to the title to the property, or from the Buyer's insurance company if the Buyer fails to pay the amount due.

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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 limit, 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. 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 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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124402 (0-04)
ILLINOIS - Single Family Rent-to-Market Rent Information Instrument

Form 3014-810 (5-89) (0-77)

20
28
38

- Other(s) specify _____
- Second Home Rider
- Rule Improvement Rider
- Balloon Rider

- Biweekly Payment Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Condemnations Rider
- Adjustable Rate Rider
- 1/4 Family Rider

Check applicable boxes(s)

and supplemental to the convenants and agreements of this Security Instrument, if it the rider(s) were a part of this Security Instrument with this Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall remain

24. Riders to the Security Instrument. If one or more riders are excused by Borrower and recorded together

laws of this state.

23. Waiver of Homeowner's liability releases and waives all rights under and by virtue of the homestead exemption

legisumce, without charge to Borrower. Borrower shall pay any recordation costs.

22. Riders. Upon payment of all sums required by this Security Instrument, Lender shall release this security

the paragraph 21, including, but not limited to, fees for title attorney's fees and costs of this evidence,

by balloon precessing. Lender shall be entitled to collect all expenses incurred in preparing the records provided in

of all amounts accrued by this Security Instrument without further demand and may require immediate payment in full

be not caused by the delay incurred in the notice, Lender at his option may require immediate payment in full

causing the non-delivery of a notice, or any other defensce of Borrower to acceleration and foreclosure pro-

ceeds further liability to Borrower of, and right to remedies after acceleration and the right to recover in the foreclosure pro-

cess of the amount accrued by this Security Instrument, unless otherwise by judicial proceedings and sale of the property. The notice

be caused and (d) that timely cause the deferral of before the date specified in the notice may result in acceleration

decrees; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time deferrals must

unless applicable law, provides otherwise. The notice shall specify: (a) the deferral; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration pursuant to 17

NO FORM COVRNANTS. Lender shall give notice to Borrower prior to acceleration following Borrower's

failure to fulfill, failing of an instrument to proceed.

used in this paragraph 20, "Instrumental Law," means general laws and laws of the jurisdiction where the Property is located

particulars and hardware, volatile substances, materials containing asbestos or formaldehyde, and radioactive materials. As

by Building and Safety Laws and the following substances: asbestos, hazardous materials or toxic pollutants produced, toxic

is used in this paragraph 20, "Instrumental Law," are those substances detailed as toxic or hazardous substances

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LOT 8 IN BUTKOWSKI'S SUBDIVISION OF LOTS 23 TO 33 INCLUSIVE AND SOUTH 6 FEET
OF LOT 34 IN ARMSTRONG ADDITION TO SOUTH CHICAGO BEING A SUBDIVISION OF BLOCK
8 IN CIRCUIT COURT DIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE
NORTH WEST 1/4 AND THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4
OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 19, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

8239 S. Manistee

21-31-130-011

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

96632-16

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:

James W Richardson _____
JAMES W. RICHARDSON
(Real)
Borrower

Paula M Richardson _____
PAULA M. RICHARDSON
(Real)
Borrower

(Real)
Borrower

(Real)
Borrower

Space Below This Line For Acknowledgment

STATE OF ILLINOIS,

COOK

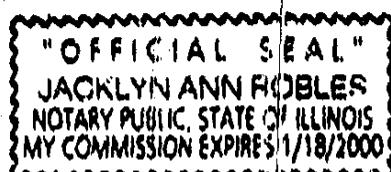
County of

On this, the 29TH day of AUGUST, 1996 before me, the subscriber, the undersigned officer, personally appeared JAMES W RICHARDSON AND PAULA M RICHARDSON, HIS WIFE IN JOINT TENANCY.

known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose herein contained.

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

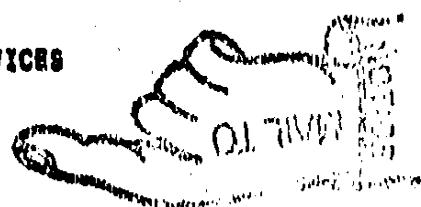
My Commission expires: 1-18-2000



Jacklyn Ann Hobles
Notary Public
Title of Officer

RECORD AND RETURN TO:

G.E. CAPITAL HOME EQUITY SERVICES
SUITE 07C
3 EXECUTIVE CAMPUS
P.O. BOX 5039
CHERRY HILL, NJ 08004-0539



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Property of Cook County Clerk's Office

32-2235