

96890815

DEPT-01 RECORDING \$35.50  
 180010 TRAN 5608 11/21/96 15:44:00  
 42698 4 C:J #--Y6-8906 15  
 COOK COUNTY RECORDER

[Space Above This Line For Recording Date]

Prepared by 911

G.E. CAPITAL MORTGAGE SERVICES, INC.

35 50  
m

FATIC# C98960F

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 15TH, 1996**  
 The mortgagor is **JOHN DORMANN, JR. AND AMY DORMANN, 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 5039 CHERRY HILL, NJ 08034-0389** ("Lender").  
 Borrower owes Lender the principal sum of **EIGHTY TWO THOUSAND FIVE HUNDRED AND 00/100**

Dollars (U.S. \$ **82,500.00**). 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 **NOVEMBER 20, 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 #: **28-03-308-024-0000**

SEE SCHEDULE 'A' ATTACHED

ST9068896

which has the address of **14224 KOSTNER AVENUE** **CRESTWOOD**  
 (Street) (City)  
 Illinois **60445** ("Property Address");  
 (Zip Code)

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100-2000-10-10-10

Form 301A/80 (Page 2 of 2)

ILLINOIS - Single Family - Pennsylvania Model Freddie Mac Uniform Instrument

under this Paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing payment made directly to the person named payee. Borrower shall furnish to Lender all notices of nonuse to be paid on time due or before maturity of the instrument, except for nonuse of record. Borrower shall pay direct obligations in this instrument provided in paragraph 2, or if it not paid in due manner, Borrower shall pay direct property which may attain priority over this Security Instrument under local statute or record notice, if any, Borrower shall pay direct obligations to Lender.

Paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under this Note; second, to amounts payable under Paragraphs 2, third, to interest due; fourth, to principal due; and last, to any late charges due under this Note.

3. Application of Payments. Unless otherwise law provides otherwise, all payments received by Lender under

Paragraphs 1 and 2 shall be applied;

or sale of the Property, shall apply funds held by Lender at the time of acquisition or sale as a credit against the sum

any funds held by Lender. If under Paragraph 2, Lender shall deduct or sell the Property, Lender, prior to the acceleration

of this Security Instrument, Lender shall promptly refund to Borrower

any more than would pay to Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall take up this deficiency in

any time it has sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case

for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender is

If the funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower

for which each debt to the funds was made. The funds are pledged as security for all sums secured by this Security

given to Borrower, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose

on the funds. Borrower and Lender may agree in writing, however, that funds shall be paid on the funds. Lender shall

in case of applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or attorney's

law reporting service used by Lender in connection with this loan, unless unreasonably late or providers otherwise. Unless an agreement

to make such a charge. However, Lender may require Borrower to pay a one-time charge for an immediate roll out

account or verifying the Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits. Lender

pay the Escrow items. Lender may not charge Borrower for holding and applying unreasonably late or excessive to pay the Escrow items. Lender is such an individual or entity or in any federal loan bank to include funds held by Lender to

(including Lender, if Lender is such an individual or entity, or entity,

The funds shall be held in an escrow account who's deposits are incurred by a federal agency, individual entity, or entity

casualty or damage or expenditures of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser amount, Lender may, damage the amount of funds due on the basis of current data and

amount law that applies to the funds less a lesser amount of \$1,000, Lender may, collect and hold funds in an

federal Settlement Procedures Act of 1974 as amended from time to date, 12 U.S.C. Sec. 2901 et seq. ("FSPAct"), unless

items are called "Escrow items," Lender may, in any time, collect and hold funds in an amount not to exceed its maximum

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

lender may, in accordance with paragraph 8, if any, (a) early mortgage insurance premiums, (b) any sums payable by Borrower

owed insurance premiums, if any, (c) early hazard or property insurance premiums, (d) early

leasehold payments or ground rents on the property, (e) early insurance premiums, (f) any sums payable by Borrower

(g) yearly taxes and assessments which may affect priority over this Security Instrument as a lien on the property; (h) yearly

yearly taxes and assessments which may affect priority over this Security Instrument as a lien on the property; (i) yearly

pay to Lender on the day monthly payments are due under this Note, until the Note is paid in full, a sum ("funds") for

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

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

1. Payment of Premium and Interest Prepayment and Late Charges. Borrower shall promptly pay when due

the premium of and interest on the debt evidenced by the Note and any prepayment and late charges due under this Note.

CUSTOM / COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenant for naked and non-uniform covenants with limited

and will defend generally the title to the property against all claimants and debtors, except to any nonmembers of record

great and convey the property to Lender, except for nonmembers, and debts, except to any nonmembers of record. Borrower warrants

that all fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security

Instrument. 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 assessments, improvements

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THE NORTH 70 FEET OF THE SOUTH 120 FEET OF THE EAST 300 FEET OF LOT 20 IN ARTHUR T. MC INTOSH'S BLUE ISLAND FARMS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND NORTH 64 RODS OF THE SOUTHEAST 1/4 AND THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF CENTER LINE IN MIDLOTHIAN TURNPIKE ALL IN SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM SOUTH 33 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 CONVEYED TO MIDLOTHIAN AND BLUE ISLAND RAILROAD IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

36690615

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

36890845

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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; Leasholds.** 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 curing 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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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: (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) 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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21. **Agreements:** Borrower and Lender further covenant and agree as follows:
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
- As used in this paragraph 20, "Environmental Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead-based paint, mold/mildew, radon gas, radon progeny, asbestos and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.
- that relate to health, safety or environmental protection.
- used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located
- by Environmental Law and the following substances: asbestos, lead-based paint, mold/mildew, radon gas, radon progeny, asbestos and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.
21. **Acceleration:** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant 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; (b) the action required to cure the default; (c) a date, no later than 30 days from the date notice is given to Borrower, by which the default must be cured; and (d) that failure to do cure the default on or before the date specified in the notice may result in the notice being accelerated by Lender.
22. **Release:** Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, provided that any recodation costs,
- laws of this state.
23. **Waiver of Lien:** Borrower hereby releases and waives all rights under and by virtue of this instrument and any other instrument, title convenants and agreements of this Security Instrument if one or more riders are executed by Borrower and recorded together with this Security Instrument, the conveyances and agreements of each such rider shall be incorporated into and shall amend and supplement the conveyances and agreements of this Security Instrument if they were a part of this Security Instrument.
24. **Riders:** to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the conveyances and agreements of each such rider shall be incorporated into and shall amend and supplement the conveyances and agreements of this Security Instrument if they were a part of this Security Instrument.
- Check applicable box(es)
- Adjustable Rate Rider     Condominium Rider     1-4 Family Rider
- Grandfathered Payment Rider     Planned Unit Development Rider     Biweekly Payment Rider
- Balloon Rider     Rate Improvement Rider     Second Lomo Rider
- Other(s) specify \_\_\_\_\_

Other(s) specify \_\_\_\_\_

Balloon Rider

Rate Improvement Rider

Second Lomo Rider

Biweekly Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Grandfathered Payment Rider

1-4 Family Rider

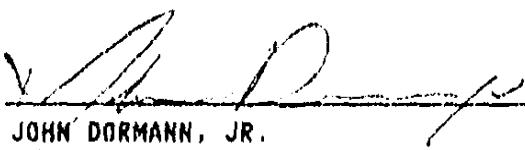
Adjustable Rate Rider

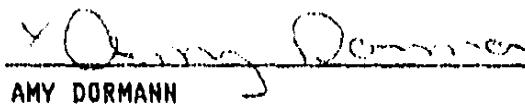
Condominium Rider

1-4 Family Rider

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:

  
JOHN DORMANN, JR. \_\_\_\_\_  
(Seal)  
Borrower

  
AMY DORMANN \_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

Space Below This Line For Acknowledgment

STATE OF ILLINOIS,

Cook

County ss:

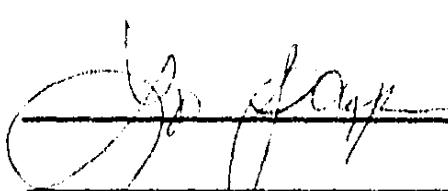
On this, the 15TH day of NOVEMBER, 1996 before me, the subscriber, the undersigned officer, personally appeared JOHN DORMANN, JR. AND AMY DORMANN, HIS WIFE, IN JOINT TENANCY

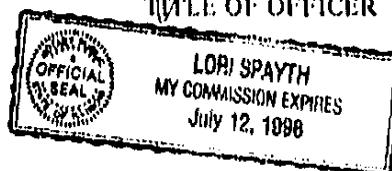
known to me (or satisfactorily proven) be the person(s) whose name is LORI SPAYTH subscribed to the within instrument and acknowledged that They executed the same for the purposes herein contained.

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

My Commission expires:



  
\_\_\_\_\_  
TITLE OF OFFICER



9689615

RECORD AND RETURN TO:  
G.E. CAPITAL HOME EQUITY SERVICES  
SUITE D7C  
3 EXECUTIVE CAMPUS  
P.O. BOX 5039  
CHERRY HILL, NJ 08034-0389

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