

96117888

DEPT-01 RECORDING \$35.00  
 T40014 TRAN 1997 02/13/96 15:28:00  
 #2976 FRC \*-96-117888  
 COOK COUNTY RECORDER

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Prepared by MICHELLE PHELPSG.E. CAPITAL MORTGAGE SERVICES, INC.**MORTGAGE**

THIS MORTGAGE ('Security Instrument') is given on **FEBRUARY 5TH, 1996**  
 The mortgagor is **DARRELL COOPER AND DEBRA GATES AS TENANTS IN  
 COMMON** *(Divorced Not Since Remarried By D.C.)*

('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 **FIFTY FOUR THOUSAND FIVE HUNDRED AND 00/100**

Dollars (U.S. \$ **54,500.00**). 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 **FEBRUARY 09, 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 #: 25-21-214-030

SEE SCHEDULE 'A' ATTACHED

**Nations Title Agency of Illinois, Inc.**  
 246 E. Janala Blvd. Ste. 300  
 Lombard, IL 60148

95-8438

which has the address of **100 W 113TH STREET**

[Street]

**Illinois****60628**

[Zip Code]

('Property Address');

**CHICAGO**  
 [City]

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4. **Chargés:** Léas. Borrower shall pay all taxes, assessments, charges, dues and impositions arising out of the property which may arise through his Securitily instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if it is not paid in that manner, Borrower shall pay all taxes, assessments, charges, dues and impositions arising out of the property which may arise through his Securitily instrument, and leasehold payments or ground rents, if any. Borrower under this paragraph, If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the same.

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 or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

The Funds shall be held in an institution whose details are insured by a federal agency, insurance company, or entity including Lenders, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower a rate interest on the Funds and applies law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to be paid, Lender shall not be required to pay Borrower any interest or fees on the Funds. However, if Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accountings of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this instrument.

1. Payment of Principal and Interest; Prepayment 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.

**LUMINARIES GOVERNANTS.** Bottower and Lennder covariant and agree as follows:

**THIS SECURITY INSTRUMENT** combines uniform coverants for national use and non-uniform coverants which limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER RECEIVED ON THE PROPERTY, AND ALL FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPAIRS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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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, the 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 2, 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 ceasing 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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12. Successors and Assigns Bound; Joint and Several Liability; Co-signees. 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey the property under the terms of this Security instrument; and (b) is 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, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without his consent.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to [enter]

8. Mortgagage Insurance. If Lender required mortgagage insurance as a condition of making the loan received by this instrument, Borrower shall pay the premiums required to maintain the mortgagage insurance in effect until payment in full of the principal and interest due under this instrument.

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the property. Lender shall have the right to inspect the real estate at the time of or prior to a inspection specifying reasonable cause for the inspection.

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 requiring payment.

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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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Form 301a 9/80 (Page 6 of 7)

ILLINOIS - Single Family - Family Fee/Freddie Mac UNIFORM INSTRUMENT

- Adjustable Payment Rider
- Condominium Rider
- I-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Rate Improvement Rider
- Second Home Rider
- Balloon Rider
- Other(s) specify \_\_\_\_\_

Check applicable box(es)

and supplemental the covenants and agreements of this Security Instrument as if 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 amend with the Security instrument.

24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together laws of this state.

23. Wavier of Homeowner. Borrower hereby releases all rights under and by virtue of the homestead exemption instrument charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums accrued by this Security instrument, Lender shall release this Security instrument without charge to Borrower.

This paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title insurance, is not cured on or before the date specified in the notice. Lender at its option may require immediate payment of all sums secured by this Security instrument without further demand and may record this Security instrument of all sums accrued by this Security instrument within 30 days from the date of payment. If the default is not cured the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceeding, the right to accelerate and foreclose is given to Lender. If the default is cured, the right to accelerate and foreclose is given to Borrower. Lender may record this Security instrument in addition to the note and security interest in accordance with the terms of the note and security interest. The note and security interest in this Security instrument shall be cured; and (d) if at that time it is less than 30 days from the date the notice is given to Borrower, by which time the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, to accelerate the debt specified in the note and security interest in accordance with the terms of the note and security interest.

unless applicable law provides otherwise). The notice shall specify: (a) the date of acceleration; (b) the action required to cure the defaults; (c) a date, not less than 30 days from the date the notice is given to Borrower, to accelerate the debt specified in the note and security interest in accordance with the terms of the note and security interest.

21. Acceleration; Remedies. Lender shall further covenant and agree as follows:

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: asbestos, lead paint, asbestos, 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.

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LOT 40 (EXCEPT THE NORTH 20 FEET THEREOF) IN BLOCK 4 IN VANDERSYDE AND BARTLETT'S ADDITION TO FULLMAN. SAID ADDITION BEING A SUBDIVISION OF BLOCKS 1 TO 5 INCLUSIVE IN THE SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 775.5 FEET THEREOF AND EXCEPT RIGHT OF WAY OF CHICAGO AND WESTERN INDIANA RAILROAD) IN COOK COUNTY, ILLINOIS.

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

Debra Gates  
DEBRA GATES

(Seat)  
Bartow

DARRELL COOPER

(See:)

DARRELL COOPER

(Seal)  
Bettendorf

(Seal)

- Space Below This Line For Acknowledgments

**STATE OF ILLINOIS.**

On this, the 5TH day of FEBRUARY, 1996, before me, the subscriber, the undersigned officer, personally appeared DARRELL COOPER AND DEBRA GATES AS TENANTS IN COMMON.

known to me (or satisfactorily proven) be the person(s) whose name is        subscribed to the within instrument  
and acknowledged that        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**

95-8438

**RECORD AND RETURN TO:**

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



18249C (6-94)

ILLINOIS Form 3014 (1-93) (page 7 of 7 pages)

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