

96281891

- DEPT-01 RECORDING \$35.50
- T#0010 TRAN 4439 04/15/96 16:08:00
- #0492 + CJ *-96-281891
- COOK COUNTY RECORDER

~~RECORDED IN COOK COUNTY~~~~H22615~~

(Space Above This Line For Recording Date)

Prepared by MICHELLE PHELPS G.E. CAPITAL MORTGAGE SERVICES, INC.**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on **MARCH 29TH, 1996**
 The mortgagor is **IRMA JACKSON**

353^b

("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 **SIXTY FIVE THOUSAND AND 00/100**

Dollars (U.S. \$ **65,000.00**). 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 **APRIL 03, 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 #: **21-30-116-027**

SEE SCHEDULE 'A' ATTACHED

96281891

which has the address of **2462 E 74TH PLACE**

(Street)

Illinois

60649

{Zip Code}

("Property Address");

• **CHICAGO**

{City}

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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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consonants

12. Successors and Assigns Bonds; Joint and 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 covenants and agreements shall be joint and several. Any Borrower who consigns this instrument but does not execute the Note, (a) is voiding his Security Interest only to mortgagee, grant and convey that instrument to the security trustee; and (b) is not personally obligated to pay the terms of this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, amend or restructure this Security Instrument; and (d) is not personally obligated to pay the terms of this Security Instrument.

If the Proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are due, the Proceeds shall be applied to the Taxing, Assessing, and Collector's office as follows in the order of priority of the security:

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 []

8. Mortgage Insurance. If Leader required mortgagage insurance as a condition of making the loan secured by this Securitly instrument, Borrower shall pay the premiums required to maintain the mortgagage insurance in effect. If, for any reason, the mortgagage insurance coverage required by Leader lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain such insurance again at a cost substantially equivalent to the cost of the mortgagage insurance coverage it is not available. Borrower shall pay to Leader each monthly sum equal to one, *whether* of the yearly mortgagage insurance premium being paid by Borrower when this insurance coverage is first established. If Leader fails to make timely payment of the premiums required to maintain the mortgagage insurance coverage by Leader, Borrower shall pay to Leader the amount due plus interest thereon at the rate of six percent per annum.

Any amounts disbursed by Lender under this paragraph, 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. 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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- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment 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 of these are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument, as if the rider(s) were a part of this Security Instrument, and supplement the covenants and agreements of this Security Instrument.

23. Waiver of Homeestead. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

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 judicial proceeding. Lender shall be entitled to recover attorney fees and costs of title evidence by judicial proceeding by this Security Instrument without further demand and may foreclose this Security Instrument of all sums secured by this Security Instrument without further demand and may require immediate payment in full is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full exceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default shall further impair Borrower of its right to reinstate after acceleration and the right to assert in the foreclosure proceedings that notice given to this Security Instrument, irreducible by judicial proceeding and sale of the Property. The notice of the sums secured by this Security Instrument and the date specified in the notice may result in acceleration must be cured; and (d) that failure to cure the date default on or before the date specified in the notice must be cured; (e) a date, after less than 30 days from the date notice is given to Borrower, by which the default must default; unless applicable (e), provides otherwise). The notice shall specify: (a) the date default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 hereof); (c) a date, after less than 30 days from the date notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the date default on or before the date specified in the notice must be cured; (e) a date, after less than 30 days from the date notice is given to Borrower, by which the default must be cured; and (f) provides otherwise). The notice shall specify: (a) the date 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

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

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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, toxic by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic substances otherwise, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, As pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, As

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances

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THE EAST 22 FEET OF LOT 12 AND THE WEST 23 FEET OF LOT 13 IN HIGH RIDGE BEING A SUBDIVISION OF LOTS 41 TO 52, BOTH INCLUSIVE, IN DIVISION OF THE SOUTH SHORE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH FRACTIONAL 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

16883896

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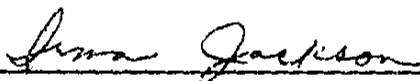
Property of Cook County Clerk's Office

368-33216

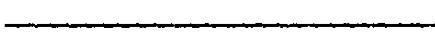
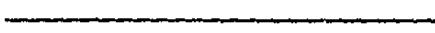
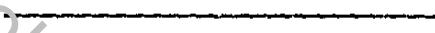
RECEIVED
MAY 11 1996

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:



IRMA JACKSON

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Space Below This Line For Acknowledgment

STATE OF ILLINOIS, COOK

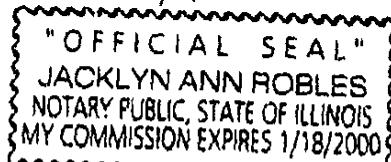
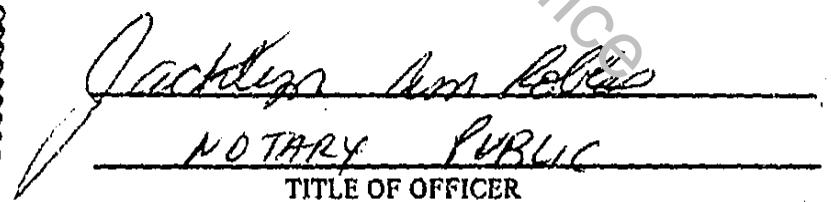
County ss:

On this, the 29TH day of MARCH, 1996, before me, the subscriber, the undersigned officer, personally appeared IRMA JACKSON

known to me (or satisfactorily proven) be the person(s) whose name 15 subscribed to the within instrument and acknowledged that ~~she~~ executed the same for the purposes herein contained.

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

My Commission expires: 1/18/2000

Jacklyn Ann Robles
NOTARY PUBLIC
TITLE OF OFFICER

Y68X886

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



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Property of Cook County Clerk's Office

30238861