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DEPT-01 RECORDING \$37.50
145556 TRAN 3272 06/24/97 08:33:00
15127 # IR *-97-454454
COOK COUNTY RECORDER

Inv. 62847 (1/8) JPH

(Space Above This Line For Recording Date)

Prepared by JENISE CARTER GE CAPITAL MORTGAGE SERVICES, INC.
THREE EXECUTIVE CAMPUS, CHERRY HILL, NJ 08034 800-707-2071

MORTGAGE ORIGINAL

THIS MORTGAGE ("Security Instrument") is given on JUNE 10, 1997.
The mortgagor is FIRST ILLINOIS BANK OF EVANSTON UNDER TRUST AGREEMENT
DATED 2/17/92, TRUST NUMBER R3840

("Borrower"). This Security Instrument is given to GE CAPITAL MORTGAGE SERVICES, INC.
which is organized and existing under the laws of THE STATE OF NEW JERSEY and whose address is
THREE EXECUTIVE CAMPUS, CHERRY HILL, NJ 08034 ("Lender").

Borrower owes Lender the principal sum of
TWO HUNDRED FOURTEEN THOUSAND SIX HUNDRED AND 00/100
Dollars (U.S. \$ 214,600.00). 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 JULY 01, 2012. 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A INCORPORATED BY REFERENCE
IN THIS MORTGAGE.

which has the address of 2327 PIONEER ROAD EVANSTON
[Street] [City]
Illinois 60201 ("Property Address");
[Zip Code]

3750

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183402 (6-94)

Form 2014 990 (Page 2 of 7)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payments 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

4. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

5. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

6. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

7. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

8. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

9. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

10. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

11. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

12. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

13. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

14. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

15. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

16. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

17. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the 15th day of each month the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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EXHIBIT "A"

LOT 5 IN WILLIAM W. CLARK'S SUBDIVISION OF BLOCK 6 IN JOHN CULVER'S
SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 12,
TOWNSHIP 31 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

10-12-2016-0000

Property of Cook County Clerk's Office

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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 a claim is 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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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3012 8/08 (Page 4 of 7)

consent.

12. **Successors and Assigns Bound; 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 co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this Security Instrument; (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, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without that Borrower's consent.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds of 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 such payments. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Lender shall be deemed to have made an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due. Immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due. (a) the total amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower in the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, the proceeds shall be applied to the sums secured by this Security Instrument, and shall be paid to Lender.

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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting 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 expiration 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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ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Other(s) specify

Balloon Rider

Graduated Payment Rider

Adjustable Rate Rider

Rate Improvement Rider

Planned Unit Development Rider

Condominium Rider

Second Home Rider

Biweekly Payment Rider

1-4 Family Rider

Check applicable box(es)

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

laws of this state.

23. Waiver of Homestead. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17, unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, or less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that (a) to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Property of Cook County

97454454

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 Bank One, Illinois, NA f/k/a
First Illinois Bank of Evanston
known as Trust NO. R-340 dated February 17, 1992

It is expressly understood and agreed by and between the parties hereto that the undersigned hereby certifies that all of the information herein contained is true and correct to the best of his knowledge and belief and that he is not aware of any facts or circumstances which would render the foregoing untrue or misleading. The undersigned further certifies that he is not a party to any fraud or illegality in the execution of this instrument and that he is not aware of any such fraud or illegality. The undersigned further certifies that he is not a party to any fraud or illegality in the execution of this instrument and that he is not aware of any such fraud or illegality.

SIGNED Lois Nugent (Seal) Borrower
AVP & Land Trust Officer

ATTEST: Ilana Grimm (Seal) Borrower
Pro Secretary

(Seal) Borrower

(Seal) Borrower

Space Below This Line For Acknowledgment

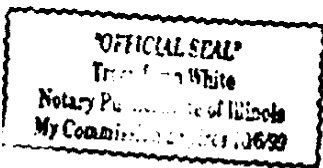
STATE OF ILLINOIS,

COOK County ss:

On this, the 18th day of June, 1997, before me, the subscriber, the undersigned officer, personally appeared Lois Nugent, AVP & Land Trust Officer and Ilana Grimm, Pro Secretary of Bank One, Illinois, NA known to me (or satisfactorily proven) be the person(s) whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:



Tracy Lynn White

Notary Public

TITLE OF OFFICER

97454451



UNOFFICIAL COPY GE Capital Mortgage Services

5450

THREE EXECUTIVE CAMPUS, CHERRY HILL, NJ 08034 800-707-2071

DATE 06/16/97
LOAN NUMBER 0000000007595994
APPLICANT(S)
PROPERTY ADDRESS

ADDENDUM TO THE MORTGAGE/ DEED OF TRUST

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO, BY TRUST AGREEMENT DATED February 12, 1992 AND REGISTERED AS TRUST AGREEMENT NUMBER R-5840 17th ^{AP} ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE WARRANTIES, INDEMNITIES, REPRESENTATIONS, COVENANTS, UNDERTAKINGS AND AGREEMENTS HEREIN MADE ON THE PART OF THE TRUSTEE WHILE IN FORM PURPORTING TO BE WARRANTIES, INDEMNITIES, REPRESENTATIONS, COVENANTS, UNDERTAKINGS AND AGREEMENTS OF SAID TRUSTEE ARE NEVERTHELESS EACH AND EVERY ONE OF THEM, MADE AND INTENDED NOT AS PERSONAL WARRANTIES, INDEMNITIES REPRESENTATIONS, COVENANTS, UNDERTAKINGS AND AGREEMENTS BY THE TRUSTEE OR FOR THE PURPOSE OR WITH THE INTENTION OF BINDING SAID TRUSTEE PERSONALLY BUT ARE MADE AND INTENDED FOR THE PURPOSE OF BINDING ONLY THAT PORTION OF THE TRUST PROPERTY SPECIFICALLY DESCRIBED HEREIN, AND THIS INSTRUMENT IS EXECUTED AND DELIVERED BY SAID TRUSTEE NOT IN HIS OWN RIGHT, BUT SOLELY IN THE EXERCISE OF POWERS CONFERRED UPON IT AS SUCH TRUSTEE; AND THAT NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCEABLE AGAINST THE First Illinois Bank of Evanston :

ON ACCOUNT OF THIS INSTRUMENT OR ON ACCOUNT OF ANY WARRANTY, INDEMNITY, REPRESENTATION, COVENANT, UNDERTAKING OR AGREEMENT OF THE SAID TRUSTEE IN THIS INSTRUMENT CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY, BEING EXPRESSLY WAIVED AND RELEASED.

;; n/k/a Bank One, Illinois, NA

of Evanston

IN WITNESS WHEREOF Bank One, Illinois, NA f/k/a First Illinois Bank NOT PERSONALLY BUT AS TRUSTEE AFORESAID, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS ASSISTANT SECRETARY, THE DAY AND YEAR FIRST ABOVE WRITTEN.

It is expressly understood and agreed by and between the parties hereto that the undersigned hereby certifies that all of the contents of this instrument, including the description of the property, the amount of the loan, the interest rate, the maturity date, the terms and conditions of the loan, and the name and address of the trustee, are true and correct and that the trustee is not aware of any fraud or misrepresentation in this instrument. The trustee is not responsible for any fraud or misrepresentation in this instrument, and the trustee is not liable for any loss or damage resulting from any fraud or misrepresentation in this instrument.

Bank One, Illinois, NA

TRUSTEE AFORESAID AND NOT PERSONALLY: AS

By: *David P. [Signature]* SEAL
AVP & Land Trust Officer

Attest: *Miana Grimm* SEAL
ASSISTANT SECRETARY Pro Secretary