

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO

GN MORTGAGE

ATTN: DOCUMENT CONTROL DEPARTMENT

P.O. BOX 23929

MILWAUKEE, WI 53223-0929

98406746

MILWAUKEE, WI 53223-0929  
MILWAUKEE, WI 53223-0929

[Space Above This Line For Recording Data]

ILLINOIS

4 N.S.F

## MORTGAGE

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this instrument.**

THIS INSTRUMENT, made this 17th day of APRIL 1998, between  
ARLENE E. RIEBEL, a single woman

MORTGAGEE, and  
GN MORTGAGE CORPORATION, a Wisconsin Corporation,  
a corporation organized and existing under the laws of THE STATE OF WISCONSIN,  
Mortgagee.

WITNESSETH That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note, executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal amount of One Hundred Thirty Nine Thousand Seven Hundred Fifty and 00/100 Dollars (\$139,750.00) payable with interest at the rate of Eight percent (8%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 4000 WEST BROWN DEER ROAD, BROWN DEER, WISCONSIN 53009, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagee, the said promissory note and interest being payable in monthly installments of One Thousand Two Hundred and Eighty Five Dollars (\$1,285.00) beginning on the first day of JUNE 1998, and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MAY 1999.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate, situate, situate, lying, and being in the county of COOK

and the State of Illinois, to-wit:  
LOT 10 IN BLOCK 4 IN WHITE'S SECOND DIVERSEY PARK ADDITION, BEING A  
SUBDIVISION OF BLOCK 1 AND 3 AND THE EAST HALF OF BLOCK 10 IN N.W. AND  
PARTERSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP  
40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

PN 98406746-0000

- DEPT-01 RECORDING \$27.50
- T\$0000 TRAN 0159 05/18/98 10:39:00
- \$4912 + FC \*--98-406746
- COOK COUNTY RECORDER
- DEPT-10 PENALTY \$24.00

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TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof and all fixtures now or hereafter attached to or used in connection with the premises herein described and in and on thereof the following described household appliances, which are, and shall be deemed to be, fixtures, and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

LOUIS PARKS DE A BLUE CH CAGO ILLINOIS 60614

TO HAVE AND TO HOLD the abovescribed premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagee hereby expressly releases and waives.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to pay, or permit to be paid, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not to suffer any lien of judgment, tax or other lien to attach to said premises; to pay to the Mortgagee, as hereinafter provided, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the Mortgagee on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal, or neglect, of the Mortgagee to make such payments, or to satisfy any prior lien or insurance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the premises herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagee.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modification, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a par with and as fully as if the advance expended thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity, extension and the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or provide any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, including any the Mortgagee shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the said

AND the said Mortgagee further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Mortgagee for a federally related mortgage loan may require for Mortgagee's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, "31 U.S.C. Section 2617" or Fed. RESPA, unless another law that applies to the Funds sets a lesser amount. If so, Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Mortgagee may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Mortgagee, if Mortgagee is such an institution) or in any Federal Home Loan Bank. Mortgagee shall advise the Fund of any the Excess Items. Mortgagee may not charge Mortgagee for funding and applying the funds, annually analyzing the fund's account, or verifying the Excess Items, unless Mortgagee pays Mortgagee interest on the funds and applicable law terms to Mortgagee to make such a charge. However, Mortgagee may require Mortgagee to pay a one-time charge for an independent third-party tax reporting service used by Mortgagee in connection with this instrument, unless applicable law prohibits otherwise. Under an agreement in accordance with applicable law, Mortgagee shall not be required to pay Mortgagee any interest on earnings on the funds. Mortgagee and Mortgagee may agree in writing, however, that the interest shall be paid on the funds. Mortgagee shall give to Mortgagee, without charge, and annual accounting of the funds, including 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 Security Instrument.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagee will pay a late charge not exceeding four per centum (4%) of any sums then when paid more than fifteen (15) days after the due date thereof. It shall be the extra expense involved in handling delinquent payments, but such late charge shall not be available until the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the funds held by Mortgagee exceed the amounts permitted to be held by applicable law, Mortgagee shall refund to Mortgagee for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Mortgagee at any time is not sufficient to pay the Excess Items when due, Mortgagee may so notify Mortgagee in writing, and, in such case Mortgagee shall pay to Mortgagee the amount necessary to make up the deficiency. Mortgagee shall make up the deficiency in no more than twelve monthly payments, at Mortgagee's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Mortgagee shall promptly return to Mortgagee any funds held by Mortgagee. If Mortgagee shall acquire or sell the Property, Mortgagee, prior to the acquisition or sale of the Property, shall apply any funds held by Mortgagee at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

AS ADDITIONAL SECURITY for the payment of the indebtedness secured and the Mortgagee fees hereby secured to the Mortgagee, the rents, issues, and profits now or hereafter payable for the use of the premises hereinafter described, the Mortgagee shall be entitled to collect and retain all of said rents, issues, and profits, with a default hereunder, EXCEPT rents, bonuses and royalties received from oil, gas or other mineral leases or conveyances, the amount of which hereafter in effect. The lessee, assignee or sub-lessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGEE WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for any such premium has theretofore been made, Mortgagee will pay promptly when due any premium therefor. All insurance shall be carried in compliance approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto a loss payable clause in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss, and shall promptly pay Mortgagee, and each of the insured persons concerned, is hereby authorized and directed to make payment for such loss directly to the Mortgagee (or to the Mortgagee and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property, or extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagee, in and to any insurance covering the insurance shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said debt, with all sums remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may, at any time thereafter, either before or after sale, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as aforesaid, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, and other parties, for services in such suit or proceedings, shall be a further lien charge upon the said premises.

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Under this mortgage, and all such expenses that become due must additionally, immediately, secured hereby, and be a part of the secured debt owing this mortgage.

There shall be included in any decree here being this mortgage and be paid out of the proceeds of any sale made of the premises hereunto subject (1) All the costs of such sale, including advertising, travel, and conveyance, including the cost of all necessary notaries, and stenographers, fees, not only for documentary evidence and cost of such abstract and Washington of the up (2) All the debts advanced to the Mortgagee of any and all any purpose whatsoever in the mortgage, with interest on such advances at the rate provided for in the principal mortgage, from the time such advances are made (3) All the accrued interest remaining unpaid on the mortgage notes included herein (4) All unpaid principal money remaining unpaid (5) all sums paid by the Department of Veterans Affairs on account of the guaranty of the principal of the mortgage secured hereby. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee shall pay said note at the time and in the manner aforesaid and shall comply strictly with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee shall within ten days after written demand therefor by Mortgagee execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution of a release or satisfaction of such mortgage by Mortgagee.

The provisions of this instrument shall remain in full force and effect during any development or extension of the time of payment of the principal or any part thereof hereby secured, and no extension of the time of payment of the said debt hereby secured shall by the Mortgagee to any successor in interest of the Mortgagee shall operate to discharge, in any manner, the original obligations of the Mortgagee.

If the mortgagee secured hereby be guaranteed or insured under Title 38, United States Code, such title and regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said mortgage which are inconsistent with said title and regulations are hereby amended to conform thereto.

THE COVENANTS HEREIN CONTAINED SHALL BIND and the benefits and advantages shall inure to the respective heirs, heirs-at-law, administrators, successors, and assigns of the parties hereto, wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any assignee of the mortgagee, he or she, and all his or her transferees thereof whether by operation of law or otherwise.

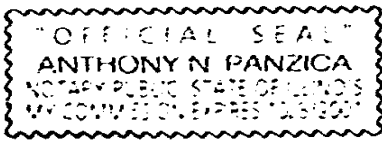
WITNESS the hand and seal of the Mortgagee, the day and year first written.

Carlos E. Robles (SEAL) \_\_\_\_\_ (SEAL)  
CARLOS E. ROBLES  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

### STATE OF ILLINOIS COUNTY OF

Anthony N. Panzica, a notary public, in and for the county and State aforesaid, do hereby certify that Carlos E. Robles personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me in person and acknowledged that he signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of foreclosure.

This instrument was prepared by GW Mortgage Corp. under my hand and Notarial Seal on 17th day of April, 1998.  
MILWAUKEE WI 53003-0909  
Anthony N. Panzica



98406745