

98416420

1998-05-20 14:01:08
 COOK COUNTY CLERK'S OFFICE

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

(Space Above This Line For Recording Data)

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

THIS MORTGAGE ("Security Instrument") is given on **MAY 5TH, 1998**
 The mortgagor is **EUGENE J. DANIELS AND GLADYS DANIELS, HUSBAND AND
WIFE**

("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, SUITE 01C, P.O. BOX 5039 CHERRY HILL, NJ ("Lender").
 Borrower owes Lender the principal sum of **EIGHTY THREE THOUSAND SEVEN HUNDRED AND 00/100**

Dollars (U.S. \$ **83,700.00**). 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 **MAY 11, 2018**. 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 #:

SEE SCHEDULE 'A' ATTACHED

which has the address of **1048 WEST 108TH PLACE**
 (Street)
 Illinois **60643** ("Property Address");
 (Zip Code) **CHICAGO**
 (City)

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12742 (8-6)

ללוורדים • Singlet Family • ראנרים מס' 100000 מילון עזרה מילוני

4. **Chargess; Lenses.** Borrower shall pay all taxes, assessments, charges, lenses and improvements attributable to the property which may attain priority over this Security instrument, or ground rents, if any. Borrower shall pay the amounts due under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Landlord under Paragraph 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 of title to the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sum

If the Funds held by Lennder exceed the amounta permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lennder exceeds the amount necessary to make up the deficiency, Lennder may so notify Borrower that such cause of any sum is not sufficient to pay the Escrow Items when due, Lennder may so notify Borrower in writing, and, in such case Borrower shall pay to Lennder the amount necessary to make up the deficiency. Lennder, at Lennder's sole discretion, may more than twelve months, at Lennder's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurmountability, or similarly including Lender, if Lender is such a subdivision) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, unusually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require one-time charge for an immediate settlement fee in connection with a one-time charge for a loan in connection with the loan, unless otherwise provided by law.

2. Funds for which monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for which leases and assignments may attain priority over this Deed of Trustment as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items".
3. Any amount held Funds in an account not to exceed the maximum amount available for a lender for a federally related mortgage loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to date, 12 U.S.C. Sec. 2601 et seq., ("RESPA").
4. Other law that applies to the Funds sets a lesser amount, if so, lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the basis of current data and reasonable estimates of appenditures of future Escrow items or otherwise in accordance with applicable law.

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

UNIFORMLY COVENANT(S), BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

variations by jurisdiction to constitute a sufficiently substantial conflict covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

great and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend geographically the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, 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 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, 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 - Parolee Mortgagor Note UNIFORM INSTRUMENT

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forbear or make any accommodations which regard to the terms of the Security Instrument or the Note without first giving notice to the Borrower's Interests in the property under the terms of this Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, terms secured by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to pay the Borrower's Interests in the property under the terms of this Note; (a) in co-signing this Security Instrument; (b) in not personally obligated to pay the instrument but does not execute the Note; (c) in co-signing this Security Instrument only to mortgagee, grant and convey the instrument but does not sign and agree to be joint and several. Any Borrower who co-signs this Security instrument shall be liable to the provisions of paragraph 17. Borrower's covenants shall be joint and several. This covenant and agreement of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower. The covenant and agreement of

12. Successors and Assigns Joint and Several Liability Covenants. This covenant and agreement of a waiver of or preclude the exercise of any right or remedy.

Borrower's successors in interest. Any successor in interest in exercising any right or remedy shall not be otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original shall not be required to release the liability of the original Borrower's successors in interest, Lender or of Borrower shall not operate to release the liability of the original Borrower's successors in interest, Lender or modification of amortization of the sums secured by this Security Instrument granted by Lender to any payment of Borrower Not Releasable By Lender Not a Waiver. Extension of the due date for payment of principal or postpone the due date of the monthly payment referred to in paragraph 1 and 2 or change the amount of such payment. Unless Lender and Borrower otherwise agree in writing, any application of proceeds, a supplemental shall not extend or to the sums secured by this Security instrument which or not then due.

If given, Lender is authorized to collect and apply the proceeds, at its option, either to repair or replace the property make an award or settle a claim for damages, or if, after notice by Borrower fails to respond to Lender within 30 days after the date this note to the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition offered to which the fair market value of the property immediately before the taking, less than the amount of the sums secured pro- immedately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the property in (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property secured by this Security instrument shall be deducted by the amount of the proceeds multiplied by the following fraction: by this Security instrument immediately before the taking, unless Borrower and Lender than the amount of the sums secured fair market value of the property immediately before the taking, is equal to or greater than the amount of the sums secured whether or not then due, with any excess paid to Borrower in the event of a partial taking of the property in which the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security instrument, and shall be paid to Lender.

any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned to the property. The proceeds of any award or claim for damages, direct or consequential, in connection with give Borrower notice at the time of or prior to an inspection specifically reasonable cause for this inspection. 10. Condemnation. Lender or its agent may make reasonable entries upon and inspect any property, Lender shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for this inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspect any property, Lender shall and Lender or applicable law. Reserve, until the requirement for coverage insurance ends in accordance with any written agreement between Borrower and to obtain, Borrower shall pay the premium required to maintain coverage in effect, or to provide a loss the amount and for the period that Lender no longer be required, it the opinion of Lender, if mortgage insurance coverage, less reserve pay items may no longer be required, it the opinion of Lender, if mortgage insurance is passed or ceased to be in effect, Lender will except this and retain these payments as a loss reserve in lieu of mortgage a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower whom the insurance coverage by Lender. If subsequently liability coverage is not available, Borrower shall pay to Lender each month required to obtain coverage insurance previously in effect, from an alternate mortgage insurer approved by Lender, if Lender to Borrower of the mortgage coverage insurance to be in effect, Lender shall pay to Borrower to pay any additional amount due to Lender for failure to obtain coverage insurance to the mortgage insurance premium in effect, at a cost substantially required to obtain coverage insurance to the mortgage insurance to be in effect, Borrower shall pay the premium reason, the mortgage insurance required by Lender lapses or ceases to be in effect, Borrower shall pay to any Securitity instrument. Borrower shall pay the premium required to maintain the mortgage insurance in effect, if, for any payment. 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Securitity instrument, Lender and shall be payable, with interest, upon notice from Lender to Borrower regarding the date of disbursement at the Note rate and shall be payable, with interest, these amounts shall bear interest from Securitity instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

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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<p>21. NON-UNIFORM COVENANTS. Borrower and Lender shall give notice 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; and (c) a date (the "Cure Date") within 30 days from the date the notice is given to Borrower, by which the default is cured; and (d) the amount necessary to cure the default as specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosed 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 accelerate prior to foreclosure if any other default of a different nature occurs during the period of time specified in paragraph 21, including the non-existence of a defaulter or any other defaulter of Borrower to accelerate or foreclose, if the non-existence of a defaulter is not limited to the defaulter named in paragraph 21, including attorney fees and costs of little evidence.</p> <p>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 recording costs.</p> <p>23. Waiver of Homeestead. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.</p> <p>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 this Security Instrument as it then stands shall be incorporated into and shall amend and supplement this instrument, if one or more riders were a part of this Security Instrument.</p>	<input type="checkbox"/> Other(s) specify _____
Check applicable box(es)	
<p><input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 1-4 Family Rider</p> <p><input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Biweekly Payment Rider</p> <p><input type="checkbox"/> Balloon Rider <input type="checkbox"/> Rate Improvement Rider <input type="checkbox"/> Second Llume Rider</p>	

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, benzene, formaldehyde or other flammable products 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.

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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.

Signed, sealed and delivered in the presence of:

Eugene O. Daniels _____
EUGENE O. DANIELS _____
 (Seal)
 Borrower

Gladys Daniels _____
Gladys Daniels _____
 (Seal)
 Borrower

 (Seal)
 Borrower

 (Seal)
 Borrower

Space Below This Line for Acknowledgment

STATE OF ILLINOIS,

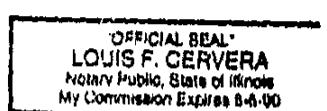
County ss:

On this, the 5TH day of MAY, 1998 before me, the subscriber, the undersigned officer, personally appeared EUGENE O. DANIELS AND GLADYS DANIELS, HUSBAND AND WIFE

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:



Louis F. Cervera
CERVERA - NOTARY
 TITLE OF OFFICER

RECORD AND RETURN TO:

G.E. CAPITAL HOME EQUITY SERVICES
 SUITE 07C
 3 EXECUTIVE CAMPUS, SUITE 01C,
 P.O. BOX 5039
 CHERRY HILL, NJ 08034-0389



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Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****98416420**

All that certain parcel of land situate in the City of Chicago, County of Cook, State of Illinois, being known and designated as Lot 29, Block 6, Section 17, Township 37 North, Range 14 East, Manchester Land Investment Co., recorded in Cook County records.

Tax ID 25-17-405-029

Property of Cook County Clerk's Office