

20270039 50 002 Page 1 of 10
1998-08-28 13:06:05
 Cook County Recorder 39.50

COOK COUNTY
 RECORDER
 JESSE WHITE
 BRIDGEVIEW OFFICE

[Space Above This Line For Recording Date]

Prepared by VANESSA BROOME

G.E. CAPITAL MORTGAGE SERVICES, INC.

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 20TH, 1998**
 The mortgagor is **WILLIE LEE, SR. AND NADINE R. LEE, 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 **SIXTY SEVEN THOUSAND TWO HUNDRED AND 00/100**

Dollars (U.S. \$ **67,200.00**). 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 **AUGUST 25, 2028**. This Security Instrument secures to Lender: (a) the repayment of the debt
 evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
 other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the
 performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
 Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

TAX ID #: **25-16-404-036**

SEE SCHEDULE 'A' ATTACHED

TCR
 EX 410467

which has the address of **10752 S. PERRY**

Illinois

60628

(Zip Code)

(Street)

("Property Address");

CHICAGO

(City)

10

UNOFFICIAL COPY
Form 3014-BPO (1)
unfiled Mege/Freddele Magc UnIFORM INSTRUMENT

Page 2 of 10 28127486

LOT 58 IN SPINNEY AND FLAVIN'S SUBDIVISION OF BLOCK 40 IN THE SCHOOL
TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 30752 S. Perry, Chicago, IL 60628

EX410467

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Property of Cook County Clerk's Office

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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13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Ex 410467

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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 First Improvement Rider Second Home Rider
- Other(s) specify _____

Check applicable box(es)

and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
With this Security Instrument the covenants and agreements of each such rider shall be incorporated into and shall amend laws of this state.

23. Waiver of Homeestead. Borrower hereby releases 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 paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title insurance. If the default 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 attorney's fees and costs of title insurance. If the default of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument is not cured on or before the date specified in the notice, Lender at his option may require immediate payment in full crediting the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceedings the further Borrower of the right to remanate after acceleration and sale of the property. The notice shall further inform Borrower of the right to accelerate after acceleration by judicial proceeding and sale of the property. The notice of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property, The notice be cured; and (d) that failure to cure the default or before the notice is given to Borrower, by which the default must default, (c) a date, not less than 30 days from the date the notice shall be given to Borrower, by which the default must be applicable (as provided otherwise). The notice shall specify: (a) the defauls (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 unless applicable law provides otherwise). The notice shall specify: (a) the defauls (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 unless applicable law provides otherwise).

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.

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:

Willie Lee Sr.
WILLIE LEE SR _____
(Seal)
Borrower

Nadine L. Lee
NADINE L. LEE _____
(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Space Below This Line For Acknowledgment

STATE OF ILLINOIS,

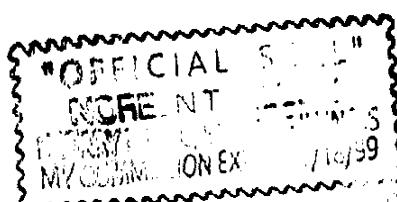
COOK County ss;

On this, the 20TH day of AUGUST, 1998, before me, the subscriber, the undersigned officer, personally appeared WILLIE LEE, SR. AND NADINE R. LEE, HUSBAND AND WIFE

known to me (or satisfactorily proven) be the person(s) whose name 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:



Doreen S. Dulle

TITLE OF OFFICER

RECORD AND RETURN TO:

G.E. CAPITAL HOME EQUITY SERVICES
SUITE D7C
3 EXECUTIVE CAMPUS, SUITE 016
P.O. BOX 5039
CHERRY HILL, NJ 08034-0389



EX410467

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Property of Cook County Clerk's Office

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ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this20TH..... day of ..AUGUST....., 19 ..98..., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ...G.E...CAPITAL..MORTGAGE..SERVICES...INC.....(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..10252...S...PEERY...CHICAGO..IL..60628.....

Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ..8.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of ..AUGUST.....2000....., and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding4..625..... percentage points (.4..625 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than ..10..875.....%. or less than ..7..875.....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than ..13..875.....% or lower than ..7..875.....%.

Ex 440467

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40390Z (3/97)

(Page 2 of 2)
Form 3138 G/94

Witness

Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)

Witness

Witness

Witness

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration of demand on Borrower.

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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transfer to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security Instrument.

Lender will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Borrower will transfer to Lender the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender transfers the Note and this Security Instrument to a new Lender, Lender will note be impacted by the loan assumption and that the risk of a breach of any covenant, or agreement in this Security Instrument is acceptable to Lender.

and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the transfer to a new Lender is required by Lender to evaluate the intended transferee as if a new loan being made to the transferee.

Lender reserves the right to exercise this option if: (a) Borrower causes to be submitted to the date of this Security Instrument, Lender also shall not exercise this option if: (b) Borrower causes to be submitted to the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of 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 or transferred (or if a beneficial interest is sold or transferred and Borrower is not a natural person) sold or transferred (or if a beneficial interest is sold or transferred and Borrower is not a natural person).

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

1. Uniform Covenant 17 of the Security Instrument is amended to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

(F) Notice of Changes
The Note Holder will deliver to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the note.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my monthly payment beginning on the first monthly payment date after the Change Date. I will pay the amount of my monthly payment again.