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Cook County Recorder

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GN MORTGAGE CORPORATION

Free of the Reports to

GN MORTGAGE

ATTN: DOCUMENT CONTROL DEPARTMENT

P.O.BOX 23929

MIESCAUKEE, WI 53223-0929



	MORTGAGE	98095034
THE MOST PART OF THE LOSS LAND	CEDTEADER	22 LOAR
	sament') is given on <u>SEPTEMBER</u> :	
The mortgaget is MIN FA ROSTESCI		
A A A A A A A A A A A A A A A A A A A	4.0	('Borrower''). This Security Instrument is given to
GN MORTGAGE CORPORA CON	1	, which is organized and existing
ander the laws of WISCONSIN	Er 11 1 15/01C (A) 71	, and whose address is
ONORTH ROSELLE ROAD, ROSELI		("Lender
born wer over Londer the principal same		
Solate (FIS 5 139,700,00		Rorrower's note dated the same date as this
•		debt, if not paid earlier, due and payable on
OL TOBER 1, 2013		Instrument secures to Lender: (a) the repayment
•		modifications of the Note; (b) the payment
		ity of this Security Instrument, and (c) the
		rument and the Note. For this purpose,
antiss of doos hereby in intgage, grant and	onvey to Lender the pullowing describ	hed property located in
COOK	County, illinois;	
OT ONE HUNDRED SEVENTY NINE	4D.,	,
(ANGE 12, FAST OF THE THIRD PRI REGISTERED AS DOCUMENT NUMBI		TO THE PLAT THEREOF
PIN #12-11-407-020-0000		74,
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linh has the address of <u>4946 N. PON</u>	FIAC AVENUE	NORRIDGE
	15 totals	
tin hones the address of <u>4946 N. PON</u>	FIAC AVENUE	NORRIDGE Prof
	15 totals	NORRIDGE

BOX 333-CTI

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 replacements 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 seised 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. Payment 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 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 fun on the Property; (b) yearly leasehold payments or pround tents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (c) warly mortgage insurance premiums, if any; and (f) 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." Lender may, at my time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage from may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lessel amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may aritimate 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.

The Funds shall be held in an institution whose reposits are insured by a federal agency, instrumentality, or entity fincluding Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Horrower for holong and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Born wer interest on the Funds and applicable law permits. Lender to make such a charge. However, Lender may require Borrower, it pays a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing 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.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to B ar wer any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the same secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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; foorth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a)

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prices in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender; (b) contests in good furth the hen by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to present the enforcement of the lien; or (c) secures from the holder of the hen an agreement satisfactory to Lender subordinating the hen 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 hen. Borrower shall satisfy the hen 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 incurance carrier providing the insurance shall be chosen by Borrower subject in i onder supprocal which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, 1 onder may, at 1 ender'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. I ender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premouns and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. I enser may make proof of loss it not made promptly by Borrower.

Unless Lender and Porrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, it for 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 officers to settle a claim, then I ender may a dilect the ansurance proceeds. I ender 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 sonen the notice is given.

Under 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 (a)) raragraphs f and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, berrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquirition shall pass to Lender to the extent of the sums secured by this Security Instrument immediates, prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Story over shall on upy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of the Security In trument and shall continue to occupy the Property as door wor'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 fortesture action or proceeding, whether civil or criminal, is begun that in Lenge, a good faith judgment could result in Enterture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's county interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by Guising the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's in recest in the Property or other inaterial impairment of the ben created by this Security Instrument of Leafer's security interest. Borrower shall also be in default if Horrower, during the joan application process, gave materially lause of maccrate intermation or statements to Lender for failed to provide Lender with any material information) in connection with the from evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. It this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the % asc. If Bornower acquires too title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the measure in writing
- 7. Protection of Lander's Rights in the Property. It Borrower tails to perform the covenants and agreements contoured in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property is has a proceeding in bankruptcy, probate, for condemnation or torteiture 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 a trons may include paying any sums recured by a firm 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.

Any amount, disbursed by 4 ender under this paragraph 7 shall become additional debt of Borrower secured by this

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Security Instrument. Unless florrower 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.

- 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 is not available. Borrower shall pay to Lender each month a sum equal to 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.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time or or prior to an inspection specifying reasonable cause for the inspection.
- 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 held of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 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 aking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the aking, 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 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, unless Borrower and Lender othe wire 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.

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. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or report of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prin ipal 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.

- 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'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.
- 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 this Security Instrument or the Note without that Borrower's consent.
 - 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connecto n with the loan exceed the perintifed limits, then (a) any such loan charge shall be reduced by the amount necessary to 7 du + the charge to the permitted limit, and (b) any sams 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 parment to Borrower. It is retaind reduces principal, the reduction will be treated as a partial prepayment s athorit 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 at by first class mad unless applicable law requires use of another method. The nonce shall be directed to the Property Additions or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class and C. Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided tor 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 faw and the law of the jurisdiction in which the Phopperty is located. In the event that any provision or clause of this Security Instrument or the Note conthe contrasposable for a such centlest 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 secretable
 - The Borrower's Copy Eurower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borroweff all or any part of the Property or any interest in it is ...43 it transferred for it a beneficial interest in Borrower is sold of transferred and Borrower is not a natural person) without Leader's paror written consent. Lender may at its option, require timmediate payment in full of all sums secured by this Security Instrument. However, this option shift 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 deligred or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower tails to pay these sureservoir 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 enforcontrol of this Security Instrument discontinued at any time prior to fac partier of: (a) 5 days for such other period as applurable law may specify for constatement) before sale of the Property pursuant to any power of sale contained in this So may Instrument, or the entry of a judgment enforcing this So urity Instrument. Thuse conditions are that Borrower: (a) pays I ender all sums which then would be due under this Security Instrumint and the Note as it no acceleration had scentred, (b) cutes any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable aftorneys' fees; and (1) takes such action as Lender may reasonably require to assure that the fien 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 remade nent 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 of 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 J.nown 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 voluce 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, ase of 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.

Borrower shall premptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any co etimental or regulators agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority. that any removal or other coincidation of any Hazar-Jou's Substance affecting the Property is necessary. Borrower shall

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promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

- 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, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure 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 have use this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the ran edies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon paymen, of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay my recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid 200 third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Borrower woives all right of homestead exemption in the Property.
- 24. Riders to this Security Instrument. It was 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.

	~	
[Check applicable box(es)]	0,	
Adjustable Rate Rider	Condominium Kid r	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Brweekly Payment Rider
Balloon Rider	Rate Improvement Ride.	Second Home Rider
Dther(s) [specify]	C'y	
BY SIGNING BELOW, Borrower accepts	and agrees to the terms and covenants con aired	in this Security Instrument
and in any rider(s) executed by Borrower and reco	orded with if.	Ζ,
Witnesses:	Minua Ren	5
	MIRCEA ROSTESCU	(Seal -Borrowe:
	x Adriana R.	Root-Go (Seal
	ADRIANA R, ROSTESCU	-Horrower
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		-Bortower

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[Space Below This Line For Acknowledgment]		
STATE OF ILLINOIS, COOK LULL WALLEN Bords of duty that MIRCEA ROSTESCH AND ADRI	a Notary Public in and for said county and state, do	
	name(s) is are subscribed to the foregoing instrument, appeared hether priod and delivered the said instrument as their	
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Property of County Clerk's Office