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Cook County Recorder 37.50



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Cook County Recorder 37.50

Prepared by [Initials]

G.E. CAPITAL MORTGAGE SERVICES, INC.

3 EXECUTIVE CAMPUS, SUITE 01C, P.O. BOX 5039 Cherry Hill, NJ 08034

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 23RD, 1997
The mortgagor is LUETHEL TAYLOR, DIVORCED NOT SINCE REMARRIED

("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 NINE THOUSAND AND 00/100

Dollars (U.S. \$ 69,000.00). 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 DECEMBER 29, 2012. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

TAX ID #: 26-06-124-061

SEE SCHEDULE 'A' ATTACHED

which has the address of 9014 S. COLFAX AVENUE

(Street)

Illinois

60617

(Zip Code)

("Property Address");

CHICAGO

(City)

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BORROWER COVENANTS will in the interpretation of these terms now of reference be read out of the property. All replacements and additions shall also be covered by this Security and fixtures now or hereafter a part of the property. All repayments and advances shall also be covered by this Security and shall be used for the payment of the property, and all advances shall be repaid on the property, and all advances shall be repaid on the property, and all advances shall be repaid on the property.

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1980 RELEASE UNDER E.O. 14176

THE SOUTH 5 FEET OF LOT 6, ALL OF LOT 7 IN BLOCK 9 IN IRA HOLMES ADDITION TO
SOUTH CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

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OPTIONAL FORM
100-1000-1000-1000

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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Form 301a/80 (Page 4 of 7)

ILLINOIS - Single Family - Final Mortgage Note Instrument

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and be held by the successors or assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is continuing this Security instrument only to mortgage, grant and convey that instrument to Lender; (b) is not personally obligated to pay the note without Lender Borrower's consent or make any accommodations with regard to the terms of the Security instrument or the Note without Lender Borrower's sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the property under the terms of this Security instrument.

13. Modification of Amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower shall not be required to commence proceedings against any successor in interest or relative to any extension made for payment of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest of Borrower shall not be required to release the liability of the original Borrower to any successor in interest. Lender 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 successor in interest. Lender modification of amortization of the due date of the monthly payments referred to in paragraphs 1 and 2 of change the date for payment of principal of such payments.

14. Borrower Not Responsible; Robberance By Lender Not a Waiver. Extension of proceeds to which shall not exceed or postpone the due date of the monthly payments referred to in writing, any application of proceeds to which shall not exceed

or to the sum secured by this Security instrument, whether or not due.

If given, Lender is authorized to collect and apply the proceeds, at its option, either to repair or repair of the Property

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice

of Borrower is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct of

which the Property is taken, unless Borrower fails to respond to Lender within 30 days after the notice

is given, Lender is authorized to collect and apply the proceeds in whole or in part, or unless applicable law pro-

mmediately before the taking, unless Borrower and Lender otherwise agree in writing, in less than the amount of the sums secured im-

mediately before the taking, unless Borrower and Lender immediately before the taking, in the event of a partial taking of the Property in

(a) the total amount of the sums secured immediately before the taking, provided by (b) the fair market value of the Property in

secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, fraction;

fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums

whichever of not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the

in 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.

15. Condemnation of other taking of any part of this property, or for convenience in lieu of condemnation, are hereby assigned

16. Condemnation. The proceeds of any action specifically resounding cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspecting of the Property. Lender shall

and Lender of applicable law.

any condemnation of other taking of any part of this property, or for convenience in lieu of condemnation, are hereby assigned

give Borrower notice at the time of or prior to an inspection specifically resounding cause for the inspection.

10. Co-signature. Lender or its agent may no longer be required to make mortgage insurance in the amount of

the amount and for the period that Lender requires, provided by an insurer approved by Lender again becomes available

to the insurance. Loss reserve payable before the application of Lender, if mortgage insurance coverage (in

lapse or cessation to be in effect, Lender will accept use and retain these premiums paid by Borrower when the insurance coverage

is sum equal to one-twelfth of the yearly mortgage insurance coverage in effect, a loss reserve in lieu of mortgage

by Lender. If subsequently available mortgage insurance coverage is not available, Borrower shall pay to Lender each month

equivalent to the cost to Borrower of the mortgage insurance premium in effect, from an alternate mortgage insurer approved

to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially

less than the original coverage required by Lender to be in effect, Borrower shall pay the premium

Securities instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If for any

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this

Any amounts disbursed by Lender under this paragraph, shall become additional debt of Borrower secured by this

Security instrument. Unless Borrower and Lender agree to other terms of payment Lender to Borrower requesting

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

OPENING STATEMENT

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. Notice. 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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18268Z (6-96)
ILLINOIS - Single Family - Family Member's Non-Uniform INSTRUMENT

Form 301A 8/80 (Page 6 of 7)

- Adjustable Rate Rider
- Condominium Rider
- I-A Family Rider
- Graduated Payment Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Rate Imprecise Rider
- Second Home Rider
- Balloon Rider
- Other(s) specify _____

Check applicable boxes:

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

23. Waiver of Homestead. 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 accrued by this Security Instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall record this Security instrument in full accordance with Paragraph 21, including, but not limited to, reasonable attorney fees and costs of title insurance.

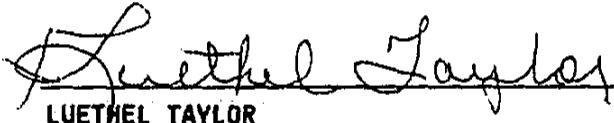
the paragraph preceding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument by judgment, but not before the date specified in the notice, Lender may foreclose this Security Instrument of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument in full if not cured on or before the date specified in the notice, Lender at his option may require immediate payment of the principal balance due and foreclose. If the default ceasing the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceedings, the sum secured by this Security instrument, foreclosed by judicial proceeding and sale of the property, less notice of further information given to reinstate after acceleration and sale of the property. The notice shall further give to Borrower the right to reinstate after acceleration and sale of the property. If the notice 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 sum secured by this Security instrument, foreclosed by judicial proceeding and sale of the property. The notice shall further give to Borrower the right to reinstate after acceleration and sale of the property, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (f) any other provision otherwise.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant 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 sum secured by this Security instrument, foreclosed by judicial proceeding and sale of the property.

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, mercury, other flammable or toxic petroleum products, lead in paint, 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:



LUETHEL TAYLOR

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

Space Below This Line For Acknowledgment

STATE OF ILLINOIS,

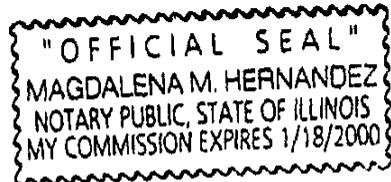
County ss:

On this, the 23RD day of DECEMBER, 1997 subscriber, the undersigned officer, personally appeared LUETHEL TAYLOR, *divorced and not remarried*, before me, the

known to me (or satisfactorily proven) be the person(s) whose name is subscribed to the within instrument and acknowledged that She executed the same for the purposes herein contained.

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

My Commission expires: 1/18/2020




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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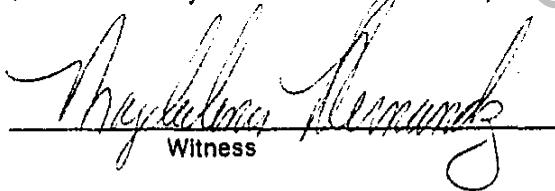
4108

BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

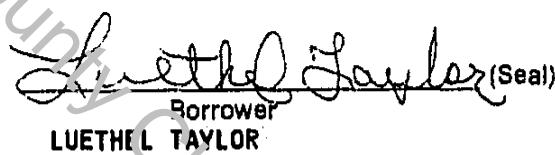
THIS BALLOON PAYMENT RIDER ("Rider") is made this 23RD day of DECEMBER, 1997, and amends a Note in the amount of \$ 69,000.00 (the "Note") made by the person(s) who sign below ("Borrower") to G.E. CAPITAL MORTGAGE SERVICES, INC ("Lender").

"THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" (which is the entire unpaid principal balance of loan and interest then due) which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time.)



Maylene Leonard
Witness



Luethel Taylor (Seal)
Borrower
LUETHEL TAYLOR

Witness

(Seal)
Borrower

Witness

(Seal)
Borrower

Witness

(Seal)
Borrower

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