

# UNOFFICIAL COPY

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RETURN TO:  
GMAC Mortgage Corporation  
100 Witmer Road  
Horsham, PA 19044-0963  
ATTN: Capital Markets

[Space Above This Line for Recording Data]

## MORTGAGE

LOAN NO: 492040506

THIS MORTGAGE ("Security Instrument") is given on March 9, 1996  
Walter A. Hoskins and Amalia Hoskins, Husband and Wife

The mortgagor is

(L)

("Borrower"). This Security Instrument is given to  
GMAC Mortgage Corporation

which is organized and existing under the laws of Pennsylvania, and whose  
address is 100 Witmer Road, P.O. Box 963, Horsham, PA 19044

(Lender). Borrower owes Lender the principal sum of  
Eighty Four Thousand Eight Hundred and 00/100

Dollars (U.S. \$ 84,800.00).

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 March 1, 2007. 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:

P.I.N 24-19-114-021-0000  
Lot 47 in Arthur Dumas Harlem Avenue Addition Unit No. 3, a Subdivision in  
the Northwest 1/4 of Section 19 Township 37 North, Range 13 East of the  
Third Principal Meridian, in Cook County, Illinois.

which has the address of 7120 W. 116th St., Worth  
Illinois 60432

[Street, City].

(\*Property Address\*).

[Zip Code]

ILLINOIS Single Family FNMA/FHLMC UNIFORM INSTRUMENT

GMACM CMS.0012.R 2506

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Initials

BOX 333-CTI

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GMACM : CMAIS 001211 - 3506

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more of die account set forth above within 10 days of die giving of notice.

days. Secondly, if instrument, Lender may give Borrower a notice identifying die lien. Borrower shall satisfy die lien or take one of this Section. If Lender determines that any part of die Property is subject to a lien which may attach priority over this instrument, or die: (c) securities from the holder of die lien in an agreement satisfactory to Lender superordinating die lien to by, or before dies agrees to die payment of die obligation secured by die lien in a manner acceptable to Lender; (b) consents in good faith die lien writing to die payment of die property over this Security instrument unless Borrower: (a) agrees in

Borrower shall promptly d conveyance any lien which has priority over this Security instrument unless Borrower:

(f) Borrower makes these payments timely, Borrower shall promptly furnish to Lender receipts evidencing die payments.

to die person named payee. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in die manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time die priority over this Security instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attach to die taxes, assessments, charges, rents and impositions attributable to die property

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, rents and impositions attributable to die property

paragraph 2; third, to: nearest die: fourth, to any late charges due under the Note;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

this Security instrument.

Funds held by Lender at the time of acquisition of sale as a credit, unless to die acquisition of sale of the Property, Lender shall apply to die Fund held by Lender for any sums secured by this Security instrument, unless to die sums secured by

these monthly payments, at Lender's sole discretion.

If die Funds are pledged as additional security for all sums secured by this Security instrument, Lender shall make up die deficiency in no more than shall pay to Lender die amount necessary to make up die deficiency. Borrower shall make up die deficiency in no more than time is too sufficient to pay die Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for die excess Funds in accordance with die requirements of applicable law. If die amount of die Funds held by Lender at any

if die Funds held by Lender to exceed die amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to die Funds was made. The Funds are used to die additional security for all sums secured by this Security instrument.

and annual accounting of die Funds, showing credits and debits to die Funds and die purpose for which each withdraws charge, and Lender may agree in writing, however, that interest shall be paid on die Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on die Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an aggregate is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax recording service verifying die Escrow items, unless Lender pays Borrower for holding and applying die Funds, usually retaining die escrow account, or Escrow items, Lender may not charge Borrower for holding and applying die Funds, usually retaining die escrow account, or including Lender, if Lender is such as in any federal Home Loan Bank. Lender shall apply die Funds to pay die Funds to the escrow account, or

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or currency

Escrow funds or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on die basis of current data and reasonable estimates of expenditure of future sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed die lesser amount, 1974 is amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to die Funds

federal mortgage loan law, require for Borrower's escrow account under die federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed die maximum amount for a federally die provisions of paragraph 8, in lieu of die payment of mortgagor insurance premiums. These items are called "Escrow items," if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with

or ground rents on die Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach prior to die Note is paid in full, a sum ("Funds") for: (a) yearly leasehold payments

under on die day monthly payments are due under die Note, until die Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of Premium and Interest: Preparation and Late Charges. Borrower shall promptly pay when due die

UNIFORM COVENANTS, Borrower and Lender cover all and agree as follows:

variations by judgment to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains no provision for national use and non-uniform covenants which limited

and will defend generally die title to die Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of die estate hereby conveyed and has die right to mortgage,

lascivious. All of die foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on die property, and all easements, appurtenances, and

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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 of 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 lieu 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 taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise 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 repair 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 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 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 an demand made by the original Borrower or 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 as 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 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.

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Form 301A

8. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the loan secured by this property, Lender will pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, Lender fails to make such payment, Borrower shall pay the premium and all other expenses of the insurance and shall remain liable for the same. Lender will not be liable for any loss or expense resulting from the failure of the insurance company to pay claims made against it under the policy. Lender will not be liable for any loss or expense resulting from the cancellation of the insurance by the insurance company.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Lennder's Rights in the Property. If Bc roower fails to perform the covenants contained in this Security instrument, or there is a legal proceeding that may significantly affect Lennder's rights in the Property (such as a foreclosure or sale under a power of sale), Lennder may take action under this paragraph.

6. Occupancy, Preferential, Leaseholds, Borrower shall occupy, and use the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender obtains title to the Property by the execution of this Security Instrument and shall, thereafter, make all the provisions of the leasehold, Borrower shall not merge unless Lender agrees to the merger in writing.

2. unless otherwise agreed in writing; any application of proceeds to participation in the exercise of

Unless Leender and Bottower otherwise agree in writing, insurance proceeds shall be applied to repair of damage, if the restoration or repair is economically feasible and Leender's security is not lessened. If the restoration or repair is not economically feasible or Leender's security would be lessened, the insurance proceeds shall be applied to secure by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Leander and shall include a standard tangible clause: clause 11 have the right to hold the policies and renewals if Leander renews. If Leander renews, Bornewer shall provide all premiums and renewals. If Leander renews, Bornewer shall provide all premiums and renewals. Bornewer shall provide notice to the insurance carrier and Leander shall provide notice of loss if not made promptly by Bornewer.

5. Hazard of 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 "accident coverage" and any other hazards, including roads or highways, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the period required by insurance companies doing business in the state where the property is located.

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21. Includung, but not limited to, reasonable allorments, fees and costs of title evidence.
21. Includung, but not limited to, reasonable allorments, fees and costs of title evidence.
- (d) before the date specified in the notice of acceleration to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security instrument without further demand and may foreclose this Security instrument in full or before the date specified in the notice of acceleration to collect all expenses incurred in the pursuit of title evidence.
- (d) before the date specified in the notice of acceleration to collect all expenses incurred in the pursuit of title evidence.
- (c) a default from the date the notice is given to Borrower, by which the notice is given to access in the possession of the Propert; (d) the notice shall result in acceleration of the sums secured by this Security instrument, together with interest thereon, for a period not exceeding 60 days from the date the notice is given to Borrower, by which the notice is given to Borrower, by which the notice is given to access in the possession of the Propert; (e) the notice shall result in acceleration of the sums secured by this Security instrument, together with interest thereon, for a period not exceeding 120 days from the date the notice is given to Borrower, by which the notice is given to Borrower, by which the notice is given to access in the possession of the Propert; (f) the notice shall result in acceleration of the sums secured by this Security instrument, together with interest thereon, for a period not exceeding 180 days from the date the notice is given to Borrower, by which the notice is given to Borrower, by which the notice is given to access in the possession of the Propert;
21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Lender's breach of any agreement or arrangement in this Security instrument, but not under paragraph 17 unless applicable law provides otherwise.

## NON-LIEN FORM COVENANTS. Borrower and Lender further agree as follows:

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.

Borrower shall promptly give notice to Lender of any investigation or proceeding taken by any agency or authority of which Borrower has actual knowledge. If Borrower learns, or is notified by its environmental counsel or legal counsel, that Borrower Substantiates a finding of a violation of Environmental Law, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower Substantiates a finding of a violation of any Environmental Law, Borrower Substantiates shall not apply to the property that is in violation of any Environmental Law. The proceeding may become effective at any time during the period that Borrower Substantiates takes to determine whether the property is in violation of Environmental Law, Borrower shall promptly take any necessary remedial actions in accordance with the Property.

20. Hazardous Substances. Borrower shall not cause or permit the practice, use, disposal, storage, or release of any hazardous substances by any other action than incidental uses and to minimize use of the Property.

Hazardous Substances or any other remediation of any Environmental Law, Borrower shall not apply to the property on the new Lien if it is in violation of any Environmental Law. The proceeding may become effective at any time during the period that Borrower Substantiates takes to determine whether the property is in violation of Environmental Law.

Information required by applicable law.

19. Sale of Note: Change of Lien Security. 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 "Lien Security") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Lien Security if a sale of the Note is a sale of the Note. If there is a change of the Lien Security, Borrower will be given written notice of the change in accordance with paragraph 14 above and apply each law. The notice will state the name and address of the new Lien Security and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Retain. If Borrower retains his Security instrument without further notice or demand on Borrower, Lender will be entitled to a judgment calling for this Security instrument and the Note as if no acceleration had occurred. However, this right to retain is limited to reasonable attorney's fees and costs of collecting this Security instrument and the note. Lender will be liable for all sums which Lender would be liable if he had foreclosed. However, this right to retain does not include the right to receive payment in kind if the Lien Security instrument is sold. In addition, Lender will not be liable for reasonable attorney's fees and costs of collection if Borrower has paid all sums secured by 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 give Borrower notice of acceleration. The notice shall provide a period of no 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, but not later than the date the notice of acceleration is given to Borrower.

16. Borrower's Copy. Borrower shall be given one 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 give Borrower notice of acceleration. The notice shall provide a period of no 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, but not later than the date the notice of acceleration is given to Borrower.

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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 recordation costs.
23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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 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)]

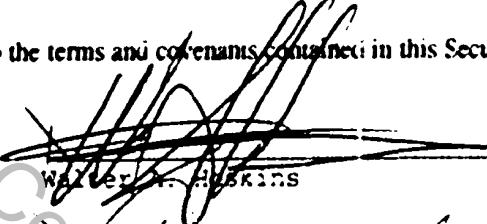
- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify]

- I-I Family Rider  
 Bi-weekly Payment Rider  
 Second Home Rider

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.

Witnesses:

  
Walter A. Hoskins

(Seal)

Borrower

  
Amalia J. Hoskins

(Seal)

Borrower

  
(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS,

County of:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that  
Walter A. Hoskins and Amalia Hoskins, Husband and Wife

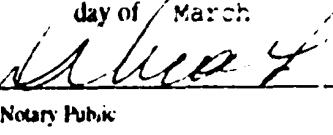
, personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and  
delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th

day of March

1998

My Commission Expires:

  
Notary Public

This Instrument was prepared by:

Ellen Devoy  
GMAC Mortgage Corporation  
9501 W. 144th Place  
Orland Park, IL 60462

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"OFFICIAL SEAL"  
DEBRA L. FICKETT  
Notary Public, State of Illinois  
My Commission Expires 5/22/2001

Form 3014 9/90

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