

UNOFFICIAL COPY

AFTER RECORDING, RETURN TO:

ICM MORTGAGE CORPORATION
2360 HASSELL ROAD
HOFFMAN ESTATES, ILLINOIS 60195



85299863

(Space Above This Line For Recording Data)

MORTGAGE

ICM# 20-03345-3

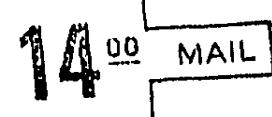
THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25
19 85 . The mortgagor is GERALD W. MCCLOSKEY, a single person, never married
("Borrower"). This Security Instrument is given to , which is organized and existing
under the laws of ICM MORTGAGE CORPORATION , and whose address is
The State of Delaware ,
6251 South Ulster Street, Suite #100, Englewood, Colorado 80111 ("Lender").
Borrower owes Lender the principal sum of NINETY ONE THOUSAND FIVE HUNDRED AND 00/100
Dollars (U.S.) 91,500.00. 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 01, 2015. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (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:

PARCEL 11, LOT 26B IN WESTCHESTER PLACE PHASE 3, BEING A
SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 29,
TOWNSHIP 35 NORTH, RANGE 15, PART OF THE THREE PRINCIPAL
RELIATIONS, IN COOK COUNTY, ILLINOIS.

PARCEL OR EASEMENT FOR THE PURPOSE OF PARCEL 11, LOT 26B
IN THE WESTCHESTER PLACE PHASE 3, BEING A SUBDIVISION
OF PART OF THE SOUTH 1/2 OF SECTION 29,
TOWNSHIP 35 NORTH, RANGE 15, PART OF THE THREE PRINCIPAL
RELIATIONS, IN COOK COUNTY, ILLINOIS.
DOCUMENT NUMBER 27119553 AND AS AMENDED BY DOCUMENT
27119554 FOR ENCLURE AND CONVEY OVER 1016 FT. 0 IN. TO 1015 FT.
INCLUSIVE, IN WESTCHESTER PLACE PHASE 3, IN COOK COUNTY,
ILLINOIS.

85299863

15-25-301-017
15-25-300-014
DEPT-Q1 REC'D/CDN/01/27/85 14:25
T#2222, TRAN 039311/27/85 12:49:00
#4984 # 13 - 85-299863



85-299863

which has the address of
11108 WESTMINISTER DRIVE
Illinois ("Property Address");
12-601953

WESTCHESTER

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, and all 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 seized 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.

UNOFFICIAL COPY

HOPFMAN ESTATES, ILLINOIS 60195

(Address)

2360 HASSELL ROAD
(Name).....

CAROLYN

This instrument was prepared by:

Nancy Publice

Given under my hand and official seal, this 25th day of NOVEMBER, 1985.

see for it.

My Commission expires:

7/1/88

Signed and delivered the said instrument as THIS Free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

, personally known to me to be the same persons(s) whose names(s) is

do hereby certify that GERALD W. MCGLOSSKEY, a single person, never married

, a Notary Public in and for said county and state,

I, the undersigned

STATE OF ILLINOIS, COOK COUNTY

County of:

—Borrower
—(Seal)

—Borrower
—(Seal)

—Borrower
—(Seal)

GERALD W. MCGLOSSKEY
—(Signature)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) (Specify) _____

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Lawsuit instrument (Check applicable box(es))

23. Rider to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the contents of each agreement and agreements of each rider shall be incorporated into and shall amend and supersede to the extent of any conflict, the provisions of this Security Instrument.

22. Waiver of Homeestead, Borrower waives all right of homesteaded exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording fees.

21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security instrument of reasonable attorney fees, and when to the sum悉 secured by this Security instrument.

receipt of money including those paid by Lender at the time limited to, recorders fees, premiums on

20. Lender in Possession. Upon acceleration of any debt or by judicial sale, Lender (in person, by agent or by judgeable attorney) shall be entitled to collect from Borrower the amount of all sums accrued by

prior to the expiration of any period of redemption following judgment sale, Lender (in person, by agent or by judgeable attorney) shall be entitled to collect all sums accrued by

but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

this Security Instrument without further demand and may foreclose this Security Instrument by judicial procedure.

Information Borrower shall be entitled to receive to the right to receive a copy of this Security instrument, unless Borrower has given notice to Borrower to accelerate by foreclosure, if the default is not cured on or

before the date specified in the notice, Lender at its option may accelerate the term debt in full or all sums accrued by

secured by this Security instrument, foreclose by judicial procedure, if the notice is given to Borrower to accelerate by foreclosure, unless Borrower has given notice to Borrower to accelerate by foreclosure, if the default is not cured on or

and (d) that failure to cure the debt specified in the notice may result in acceleration of the sums

debt until (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the debt must be cured;

unless acceleration law provides otherwise; (a) the default; (b) the notice required to cure the

breach of any covenant or agreement in this Security Instrument (but not to accelerate under paragraphs 13 and 17

19. 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 to accelerate under paragraphs 13 and 17

85299863

UNOFFICIAL COPY

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **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.

9. **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, 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.

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.

10. **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 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.

11. **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.

12. **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 sum 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.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 had no acceleration 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 paragraphs 13 or 17.

6529863

PLANNED UNIT DEVELOPMENT RIDER
UNOFFICIAL COPY

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25th day of NOVEMBER , 19 85 , 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 Note to ICM MORTGAGE CORPORATION, a Delaware Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 11108 WESTMINISTER DRIVE, WESTCHESTER, ILLINOIS 60153 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the SECURITY INSTRUMENT to which this RIDER is attached

(the "Declaration"). The Property is a part of a planned unit development known as WESTCHESTER PLACE [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and "against the hazards" Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Gerald W. McCloskey (Seal)
GERALD W. McCLOSKEY Borrower

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

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

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

UNOFFICIAL COPY

19. *Chlorophyceae* - *Chlorophyta* - *Chlorophytinae*
20. *Chlorophytinae* - *Chlorophytinae* - *Chlorophytinae*

For more information about the project, contact [Earth Observatory](http://www.earthobservatory.nasa.gov), [NASA Goddard Institute for Space Studies](http://www.giss.nasa.gov), or [the Climate Change Initiative](http://www.cci.gsfc.nasa.gov).

—*“The best of the old, the most of the new, the right of the present, the strength of the past.”*—

¹⁰ See also the discussion of the relationship between the concept of "cultural capital" and the concept of "cultural value" in the section "Cultural Capital and Cultural Value."

Figure 10. The effect of the number of hidden neurons on the performance of the proposed model.

Tropaeolum is a genus of plants in the family Solanaceae, native to South America. The genus includes several species of flowering plants, some of which are cultivated as ornamentals or for their medicinal properties.

On the 2nd day of January, 1863, at the city of Washington, D.C., before me, John C. Gandy, Notary Public, the following depositions were taken:

On 10th January 1945, the 1st Battalion, Royal Ulster Rifles, were sent to the front line at the village of Cosslett, near St. Omer, France. The 1st Battalion had been in the area since 1st December 1944, and had been involved in several skirmishes. On the night of 9th January, they had been ordered to move forward to Cosslett, which was held by German forces. The 1st Battalion had been in the area since 1st December 1944, and had been involved in several skirmishes. On the night of 9th January, they had been ordered to move forward to Cosslett, which was held by German forces.

κ_{Co}

County Councils and other local authorities, and the Secretary of State, have been asked to consider the matter.

the other side of the river, and the two sides were connected by a bridge.

Offices of the National Institute of Standards and Technology, Washington, D.C. 20234

www.ice.org.uk

ANSWER **0003** The following is a brief description of the proposed improvements.