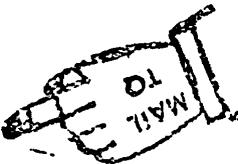


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AFTER RECORDING, RETURN TO:

ICM MORTGAGE CORPORATION
2500 W. HIGGINS ROAD
HOFFMAN ESTATES, ILLINOIS 60195



88443256

DEPT-A1

183441 IPAN 2506 09/27/88 14:09:00 \$17.25
85137 N D *-38-443256
COOK COUNTY RECORDER

----- [Space Above This Line For Recording Data] -----

MORTGAGE

ICMP 20-05169-6

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 21**, 1988. The mortgagor is **JOHN E. STANLEY**, divorced and not since remarried AND **PHILIP C. STANLEY**, a widower ("Borrower"). This Security Instrument is given to **ICM MORTGAGE CORPORATION**, which is organized and existing under the laws of **The State of Delaware**, and whose address is **6001 South Willow Drive, Suite #300, Englewood, Colorado 80111** ("Lender"). Borrower owes Lender the principal sum of **SEVENTY FOUR THOUSAND ONE HUNDRED AND 00/100 D**ollars (U.S. \$ 74,100.00). 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 **OCTOBER 01, 2018**. 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.

-88-443256

PARCEL 1: LOT 87 IN GREENCASTLE, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GREENCASTLE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 21, 1988 AS DOCUMENT NUMBER 88115783.

PIN #27-10-400-040

88443256

which has the address of **14768 LAKEVIEW DRIVE**, **ORLAND PARK**
Illinois **[Zip 60462]** ("Property Address");

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.

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48-11256
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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 for 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.

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THIS IS THE GREATEST BONDS A
ZONATION PLAN HAS EVER BEEN MADE.

Any anomalies detected by the reader under this condition shall be reported to the Board of Governors secured by this security information. Under such circumstances, the Board of Governors shall be informed of the nature of the discrepancy or inconsistency.

7. Protection of Lessees' Rights in the Leases: Notwithstanding the above, if Borrower fails to perform the covenants and obligations contained in this Sublease Agreement, or if there is a legal proceeding against Borrower and the court enters a judgment in favor of Lessor, Lessor may, at its option, exercise all rights and remedies available to it under the terms of this Sublease Agreement, or under applicable law, or both.

6. **Proven methods and successful experiences of protection against pests.** Pest control shall not destroy, damage or cause unnecessary changes; the Pest Control Officer shall consider the possibility of protection by other methods before resorting to the use of poisons.

Under Section 14(1) of the Income Tax Act, any participation of proceeds; or principal shall not exceed one-half of the total amount of the participation.

of the Executive Agency designated; if the representatives of the Executive Agency before the Committee of Council's Executive and Comptroller General would be instructed, that the Executive Agency should be informed, that the Executive Agency would be instructed to make such representations as it might think necessary to the Committee of Council's Executive and Comptroller General, in order to have the representations of the Executive Agency before the Committee of Council's Executive and Comptroller General, if the Executive Agency did not make such representations.

5. Standardized measures. Ecotourism activities help to keep the environment healthy, so a strict set of criteria for assessing the impact of ecotourism activities on the environment is needed.

Government should prominently advertise any new policy and propose over this security instrument unless borrowers are willing to take advantage of the additional security offered by this instrument within 10 days of the signing of the notes.

Specimens, which may furnish probably some of the earliest, most abundant, characters, fossils and impressions attributable to the Benthonic fauna, shall be sent to the Geological Survey of Canada, Ottawa, Ontario, Canada, or to the Director of the Royal Ontario Museum, Toronto, Ontario, Canada, or to the Director of the British Museum (Natural History), London, England.

any - means used by the provider to collect payment for services rendered to a patient. It includes all payments received by the provider from any source in connection with the care of a patient, including payments received by the provider from another health care provider or from a third party payor.

If the subscriber of the Funds pays monthly payments of Funds prior to the due dates of the accounts, funds will be deposited into the Fund account to pay the accounts which shall be paid at the end of the month.

Under Article 10(1) of the Constitution, Parliament has the power to make laws for the Union territory of Jammu and Kashmir. The State Legislative Assembly of Jammu and Kashmir has the power to make laws for the State of Jammu and Kashmir.

one-tenth of (a) yearly; (b) yearly; (c) yearly; (d) yearly; (e) yearly; (f) yearly; (g) yearly; (h) yearly; (i) yearly; (j) yearly; (k) yearly; (l) yearly; (m) yearly; (n) yearly; (o) yearly; (p) yearly; (q) yearly; (r) yearly; (s) yearly; (t) yearly; (u) yearly; (v) yearly; (w) yearly; (x) yearly; (y) yearly; (z) yearly.

BINNAUL CHORONNARAI. Borrower and Lender, acknowledge and agree as follows:

1. Borrower agrees to pay back to Lender, the sum of Rs. 10/- (Ten Rupees) and interest at the rate of 12% per annum, on the date when Note is paid in full or a sum equivalent thereto, whichever is earlier. Borrower shall pay all interest on the principal amount outstanding, till the Note is paid in full; the Note is paid in full in advance, the Note will stand valid.
2. Payment of the principal and interest will be made by the Borrower to the Lender at the place where the Note is issued.
3. The principal and interest will be paid in cash.

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ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

ICM# 20-0E169-6

THIS ADJUSTABLE RATE RIDER is made this 21ST day of SEPTEMBER, 19 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ICM MORTGAGE CORPORATION, a Delaware Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14768 LAKEVIEW DRIVE ORLAND PARK, ILLINOIS 60462
[Property Address]

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.750 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of OCTOBER, 19 89, and on that day ever, 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding + 2.750 percentage points (+ 2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (+ 125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.750 % or less than 5.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.25%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.750 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

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SE SOUNING BELLO!, BESCHREIBT ACHT SPÄT- UND FRÜHJAHRS- UND DREI HERBST- UND WINTERSONGS MIT CORALINEAEN STYLISCHEN VERGEGENSTÄNDIGUNGEN IN DEN AUFNAHMEN DER RIASIGE MUSIK

Transfers of the property in a Settlement Agreement by the transferor to the transferee. If all or any part of the property is sold or transferred or otherwise disposed of by the transferor, any interest in it is sold or transferred or otherwise disposed of by the transferee.

To take account of the risk of early repayment, the interest rate will be set at a level which reflects the probability of early repayment. This will encourage the borrower to make timely payments. The interest rate will also reflect the risk of non-payment, which is higher for loans taken by individuals with lower income levels. The interest rate will be set at a level which reflects the risk of non-payment, which is higher for loans taken by individuals with lower income levels.

Upcoming: [announcements](#) | [FAQ](#) | [About](#). Registration is now open for the [Property of the People](#) in San Francisco, CA. Get involved!

1. Utilize Best Practices for the Configuration Guide until the configuration guide is updated. In Section B of this Admissible Rate Rule.

C. TRANSMISSION OF THE SECURITY OF A BENEFICIAL INTEREST IN BORROWER

If the same to receive the Counterparties' Confirmation, the New Holder will determine the amount of the non-negotiable payment that would be due under the Counterparty's Confirmation. The Counterparty will then make payment to my non-negotiable payee until the maturity date.

My son, I had written: "We are afraid of the present Administration's handling of our country's foreign policy, and we are afraid of a date and time of consequences like those of 1914." The following letter was my reply:

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21ST day of SEPTEMBER, 1988, 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 TOM MORTGAGE CORPORATION, a Delaware Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at 14758 LAKEVIEW DRIVE, ORLAND PARK, ILLINOIS 60462.

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 GREENCASTLE.

(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 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.

John E. Stanley _____ (Seal)
JOHN E. STANLEY
Philip C. Stanley _____ (Seal)
PHILIP C. STANLEY

55-143256

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Defendant: 1816 Grand Avenue, Chicago, Illinois
Plaintiff: 1816 Grand Avenue, Chicago, Illinois
Court: Circuit Court of Cook County, Illinois
Case Number: 884-V-3256

RECEIVED - TESTIMONY OF DEFENDANT

Defendant states he is a 35 year old male, 5'10", 175 lbs, brown hair, blue eyes. He has been married for 10 years and has two children.

RECEIVED - TESTIMONY OF PLAINTIFF

Plaintiff states he is a 35 year old male, 5'10", 175 lbs, brown hair, blue eyes. He has been married for 10 years and has two children.

RECEIVED - TESTIMONY OF PLAINTIFF

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Property of Cook County Clerk's Office

884-V-3256