

PREPARED BY:
JACKIE KREFFT
DOWNERS GROVE, IL 60515

UNOFFICIAL COPY

RECORD AND RETURN TO:

LIBERTY MORTGAGE CORPORATION NW
2015 S. ARLINGTON HEIGHTS RD.-STE 103
ARLINGTON HEIGHTS, ILLINOIS 60005

-91-660248

(Space Above This Line For Recording Data)

MORTGAGE

\$17.50

REC'D. 12/10/91 10:51 AM
FAX REC'D. 12/10/91 10:51 AM
FAX REC'D. 12/10/91 10:51 AM
FAX REC'D. 12/10/91 10:51 AM

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 6, 1991
DALE CLARK
AND SHARI CLARK, HUSBAND AND WIFE

The mortgagor is

(*Borrower). This Security Instrument is given to
LIBERTY MORTGAGE CORPORATION NW

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 2015 S. ARLINGTON HEIGHTS RD.-STE 103 ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. \$ 150,000.00).

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 JANUARY 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:

LOT 126 IN BLOCK 6 IN CHARLEMAGNE UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 3/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1978 AS DOCUMENT 24413420 IN COOK COUNTY, ILLINOIS.

02-30-106-001

which has the address of 3905 CHARLEMAGNE, HOPPMAN ESTATES
Illinois 60195
Zip Code

Street, City ,

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
M&P MORTGAGE FORMS - 1313/203 8100 1800/621 7291

Page 1 of 8

DPS 1088
Form 3014 8/90
Initials: *AC*
SC

1977 Mail

UNOFFICIAL COPY

Form 304
Rev. 1989

Digitized by srujanika@gmail.com

• 1018 (7) 100-103

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 21, Lender acquires or sells the Property; Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Bottower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leander at any time is not sufficient to pay the Bottower item when due, Leander may so notify Bottower in writing. And, in such case Bottower shall pay to Leander the amount necessary to make up the deficiency. Bottower shall make up the deficiency in no more than twelve months after Leander's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a Federal agency, instrumentality, or entity including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow, items, Lender may not charge Borrower for holding and applying the Funds, unusually delaying the escrow account, unless Lender overcharges Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law prohibits Lender from charging a fee for services provided by Lender to Borrower in connection with this loan.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgagage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgagage insurance premiums. These items are called "Borrower's Premiums". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal motor vehicle loan may require for Borrower's account under the federal Retail Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RBSPA"), unless another law applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future terms or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform convenants with limited and will therefore generally be used in contracts between individuals, subject to any circumstances or records.

BORROWER COVENANTS All of the foregoing is referred to in this security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

UNOFFICIAL COPY 537741

payments may no longer be required at the option of Lender if no longer in current 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 payment referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower 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 to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

OPB 1002
Form 3014 8/04
Helen [Signature]
SC

UNOFFICIAL COPY

Form 304 9/80

Digitized by srujanika@gmail.com

Digitized by srujanika@gmail.com

Any amounts disbursed by Leender under this paragraph 7 shall become additional debt of Fort Worth incurred by this Security Instrument. Unless Borrower and Leender 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 given to Borrower regarding

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, or condemnation of forfeiture or to enforce laws of regulation), then Lender may do and include paying any sums secured by a lien which has priority over this Security Interest, appearing in court, paying reasonable attorney fees and retainer on the Property to make repairs. Although Lender may take action under this paragraph

6. Occupancy, Possession, Admittance and Protection of the Property; Borrower's Loan Application; Lender's
ImmEDIATELY prior to the execution:
Borrower shall occupy, establish, and use the Property as Borrower's principal residence until 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 judgment could result in forfeiture of the
Property or otherwise materially impair the loan created by this Security instrument or Lender's security interest. Borrower may
curse such a default and removable, as provided in paragraph 6, by causing the action or proceeding to be dismissed with a ruling
that, in Lender's good faith determination, precludes further intent of the Borrower's interest in the Property or other material
impairment of the loan 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 a borrower acquires fee title to the Property, the

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 lessened, the insurance proceeds shall be applied to the remaining amount of the economic loss suffered by Lender's security until the sum secured by this Security instrument is recovered.

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.

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 required by Lender, for which Lender requires insurance. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable with respect to minimum coverage described above, Lender may, at Lender's option, change coverages or make further changes in the property insurance which Borrower shall pay.

UNOFFICIAL COPY

537741

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 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, 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.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

DPS 1083
Form 3014 8/90

Initials: 

UNOFFICIAL COPY

0P8 1084

My Communion Expenses JESUS, DOLLY & ME

Personally known to me to be the same person(s) whose names (subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument at THEIR

DALE CLARK AND SHARI CLARK, HUSBAND AND WIFE

** Notary Publics in and for said*

County ass:

STATE OF ILLINOIS, COOK

The Undisputed
THE SPLEENIOS.

31661248

MEMO LOG
[008]

BORG
JANUARY

BOTFOWER

ଜ୍ଞାନମଂଦି
ପ୍ରକାଶ

ment and

450

THE ESS

BY SIGNING BELOW, BORROWER AGREES AND AGREES TO THE
TERMS SET FORTH IN THIS CONTRACT.

(Check applicable boxes)

ପ୍ରମାଣିତ

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 demand and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security