

# UNOFFICIAL COPY

9 2 6 7 4 3 5 6

CD 52936

FIRST AMERICAN TITLE

2-82  
2-8

92674356

(Space Above This Line For Recording Date)

## MORTGAGE

Loan # 2116140293

THIS MORTGAGE ("Security Instrument") is given on  
PHIL LICARI and TERESA G. LICARI, HIS WIFE

September 10, 1992

The mortgagor is

DEPT-11 RECORD T. \$35.00  
T#3333 TRAN 3837 D9/11/92 13:31:00  
49627 \*-92-674356  
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to  
GORMAN MARKETING SYSTEMS, INC., d/b/a G M S MORTGAGE CENTER

which is organized and existing under the laws of  
address is 800 E. NORTHWEST HIGHWAY #900, PALATINE, ILLINOIS 60067

THE STATE OF ILLINOIS

, and whose

Lender"). Borrower owes Lender the principal sum of  
one hundred twenty-six thousand one hundred seventy-five and  
no/100— Dollars (U.S. \$ 126,175.00 ).

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 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 21 IN SPRING CREEK AT SOUTH BARRINGTON, A SUBDIVISION OF PART OF THE  
WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE  
9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,  
ILLINOIS, ON OCTOBER 15, 1987 AS DOCUMENT NUMBER 3659362, IN COOK COUNTY,  
ILLINOIS.

92674356  
35.00  
R

PIN 01-22-302-018  
which has the address of  
Illinois 60010  
(Zip Code)

LOT 21 SPRING CREEK  
("Property Address");

SOUTH BARRINGTON (Street, City),

# UNOFFICIAL COPY

Form 304-A  
Page 2 of 6  
GRLI 191011

TITLE: *[Signature]*  
ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".  
BORROWER COVENANTS THAT BORROWER IS SOLELY LIABLE FOR THE ENTIRE LIABILITY CONVEYED AND HAS THE RIGHT TO MORTGAGE, LEASE AND ASSUMPTIONS WHICH MAY ATTACH PRIOR TO THE DAY MONTHLY PAYMENTS ARE DUE UNDER THE NOTE, UNTIL THE NOTE IS PAID IN FULL, A SUM ("FUNDS"). FOR: (A) YEARLY LEASEHOLD PAYMENTS AND ASSESSMENTS WHICH MAY ATTACH PRIORITY OVER THIS SECURITY INSTRUMENT AS A LIEN ON THE PROPERTY; (B) YEARLY TAXES OR GROUND RENT ON THE PROPERTY, IF ANY; (C) YEARLY BALANCE OF PROPERTY INSURANCE PREMIUMS; (D) YEARLY HOOD INSURANCE PREMIUMS; (E) YEARLY MORTGAGE INSURANCE PREMIUMS, IF ANY; AND (F) ANY FUNDS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS. THESE ITEMS ARE CALLED "ESCRROW ITEMS".  
LENDER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE MAXIMUM AMOUNT OF A RELATED MORTGAGE LOAN FOR BORROWER'S ESCRROW ACCOUNT UNDER THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974 AS AMENDED FROM TIME TO TIME, 12 U.S.C. SECTION 2601 ET SEQ. ("RESPA"), UNLESS ANOTHER LAW THAT 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 LARGER AMOUNT.  
LENDER MAY ESTIMATE THE AMOUNT OF FUNDS DUE ON THE BASIS OF CURRENT DATA AND REASONABLE ESTIMATES OF EXPENDITURES OF FUTURE ESCROW ITEMS OR OTHERWISE IN ACCORDANCE WITH APPLICABLE LAW.  
THE FUNDS SHALL BE HELD IN AN INSTITUTION WHICH IS MEMBERED BY A FEDERAL AGENCY, INSURANCEAGENCY, OR ENTITY (INCLUDING LENDER, IF LENDER IS SUCH A CORPORATION) OR IN ANY FEDERAL HOME LOAN BANK. LENDER SHALL APPLY THE FUNDS TO PAY THE ESCROW ITEMS, UNLESS LENDER MAY NOT CHARGE BORROWER FOR HOLDING AND APPLYING THE FUNDS, ANNUALLY ANALYZING THE ESCROW ACCOUNT, OR FOR THE EXCESS FUNDS IN ACCORDANCE WITH THE SECURITY INSTRUMENT.  
IF THE FUNDS HELD BY LENDER EXCEED THE AMOUNTS PERMITTED TO PAY ALL FUNDS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL PAY TO BORROWER, WHETHER OR NOT SUFFICIENT TO PAY THE ESCROW ITEMS WHEN DUE, LENDER MAY SO DO; BORROWER IS IN WRITING, AND, IN SUCH CASE BORROWER SHALL PAY TO LENDER THE AMOUNT NECESSARY TO MAKE UP THE DEFICIENCY. BORROWER SHALL MAKE UP THE DEFICIENCY IN NO MORE THAN TWELVE MONTHLY PAYMENTS, AT LENDER'S SOLE DISCRETION.  
UPON PAYMENT IN FULL OF ALL FUNDS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL PROMPTLY REFUND TO BORROWER ANY FUNDS HELD BY LENDER. IF, UNDER PARAGRAPH 21, LENDER SHALL ACQUIRE OR SELL 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 OF A CREDIT AGREEMENT WHICH MAY ATTACH PRIOR TO THE DAY MONTHLY PAYMENTS, WHETHER OR NOT SUFFICIENT TO PAY THE ESCROW ITEMS WHEN DUE, LENDER MAY SO DO; BORROWER IS IN WRITING, AND, IN SUCH CASE BORROWER SHALL PAY TO LENDER THE AMOUNT NECESSARY TO MAKE UP THE DEFICIENCY. BORROWER SHALL MAKE UP THE DEFICIENCY IN NO MORE THAN TWELVE MONTHLY PAYMENTS, AT LENDER'S SOLE DISCRETION.

4. CHARGES; LIENS. BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FEES AND IMPOSITIONS APPLICABLE TO THE PROPERTY, WHICH MAY ATTACH PRIORITY OVER THIS SECURITY INSTRUMENT, AND LEASEHOLD PAYMENTS OR GROUND RENTS, IF ANY. BORROWER SHALL PAY THEM ON TIME DUE.  
IF BORROWER MAKES THESE PAYMENTS DIRECTLY, BORROWER SHALL PROMPTLY FORWARD TO LENDER RECEIPTS EVIDENCING THE PAYMENTS.  
TO THE PERSON OWNED PAYMENT. BORROWER SHALL PROMPTLY FORWARD TO LENDER ALL NOTICES OF AMOUNTS TO BE PAID UNDER THIS PARAGRAPH.  
THESE OBLIGATIONS IN THE MANNER PROVIDED IN PARAGRAPH 2, OR IF NOT PAID IN THIS MANNER, BORROWER SHALL PAY THEM ON TIME DUE.  
BY, OR DEFENDS AGAINST ENFORCEMENT OF THE ITEM IN THE SECURITY INSTRUMENTS WHICH IS IN THE LENDER'S OPINION APPROPRIATE TO PREVENT THE WRITING TO THE PAYMENT OF THE OBLIGATION SECURED BY THE ITEM, IN A MANNER ACCEPTABLE TO LENDER; (B) COMMUTES IN GOOD FAITH THE ITEM WHICH IS SECURITY INSTRUMENTS SET FORTH ABOVE WITHIN 10 DAYS OF THE GIVING OF NOTICE.

5. APPLICATION OF PAYMENTS. UNLESS OTHERWISE PROVIDED IN PROVISIONS OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPH 2;

1 AND 2 SHALL BE APPLIED: FIRST, TO ANY PAYMENTAL CHARGES DUE UNDER THE NOTE; SECOND, TO AMOUNTS PAYABLE UNDER PARAGRAPH 2;

THIS SECURITY INSTRUMENT.

# UNOFFICIAL COPY

THIS ADJUSTABLE RATE RIDER is made this 10th day of September , 1992 , 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 GORMAN MARKETING SYSTEMS, INC., d/b/a G M S MORTGAGE CENTER (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

LOT 21 SPRING CREEK, SOUTH BARRINGTON, ILLINOIS 60010  
[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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of October , 19 95 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my 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.

**92674356**

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and ninety-five one percentage points ( 2.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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 9.500 % or less than 5.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.250 %.

**(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 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

# UNOFFICIAL COPY

AAVQ2L 787

Property of Cook County Clerk's Office

Borrower  
\_\_\_\_\_  
(Seal)

Borrower  
\_\_\_\_\_  
(Seal)

Borrower  
\_\_\_\_\_  
(Seal)

Borrower  
\_\_\_\_\_  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of cancellation of this period. Lender may invoke any remedies permitted by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may secure all sums secured by this Security Instrument. If Borrower demands further notice which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums without further notice or demand on Borrower.

Lender and that obligates the transferee to keep all the promises and agreements made in this Security Instrument. Lender and Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases the loan assumption. To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption.

# UNOFFICIAL COPY

gpt msg

Form 3014 10/90

# UNOFFICIAL COPY

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 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.

Form 3014 9/90

X Initials: *[Signature]*

Y Initials: *[Signature]*

9/90  
336

# UNOFFICIAL COPY

9 2 6 / 4 3 5 6

Form 3014-9/90  
Page 6 of 6  
Date (dd/mm/yyyy)

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

Without charge to Borrower, Borrower shall pay any recording fees and costs of the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21, including, but not limited to, reasonable attorney's fees and costs of title evidence. Lender shall be entitled 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 by judicial sale before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice to Borrower to accelerate and foreclose, The notice shall further require Borrower to cure the right to remit late fees and costs of the Property. The notice shall in accordance by this Security Instrument, foreclose by judicial proceeding and sell of the sum secured by acceleration of the (d) that failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (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 (b) the action required to cure the default under applicable law provides otherwise). The notice shall specify: (a) the date prior to acceleration of the property; (b) the date of any covenant of agreement in the Security Instrument (but not prior to acceleration of the property); (c) parangraph 17 unless applicable law provides otherwise).

21. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration of the property; Borrower's breach of any covenant in the Security Instrument (but not prior to acceleration of the property); (d) parangraph 17 unless applicable law provides otherwise).

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

9267-356

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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government 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 told by any government 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.

Borrower shall promptly give Lender written notice of any Hazardous Substance cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance on or in the Property. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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 proceeds from any sale of the Property shall not apply to the repair or removal of any Hazardous Substance 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 proceeds from any sale of the Property shall not apply to the repair or removal of any Hazardous Substance on or in the Property.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law, 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 this Note and this Security Instrument. There also may be one 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" and 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.

19. Sale of Note. Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) shall remain fully effective as if no acceleration had occurred. However, this right to remit late fees and obligations secured hereby shall remain fully effective as if no acceleration had occurred. Lender, however, shall not apply in the case of acceleration paragraph 17.

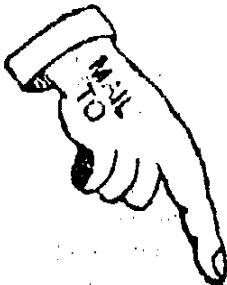
18. Borrower's Right to Remit. If Lender fails to pay all expenses incurred in enforcing this Security Instrument, Lender shall have the right to remit late fees and those conditions set forth in this paragraph 17. Those conditions are that Borrower must pay all sums secured by this Security Instrument before sale of the Property pursuant to any power of sale contained in this instrument, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure inclusion, but not limited to, reasonable attorney's fees; and (b) pays all expenses incurred in enforcing this Security Instrument; or (b) early for a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays all sums which Lender would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) pays all sums which Lender would be due under this Security Instrument and the Note as if no acceleration had occurred; (c) pays all expenses incurred in enforcing this Security Instrument; (d) takes such action as Lender may reasonably require to assure inclusion, but not limited to, reasonable attorney's fees; and (e) pays all expenses incurred in enforcing this Security Instrument; or (f) sells the Note or any part of it to another person for a price less than the amount of the Note plus all expenses incurred in enforcing 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 it is a beneficial interest in Borrower is sold or transferred or if it is a natural person) without 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 secured by this Security Instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender shall pay all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall further notice of demand on Borrower.

16. Security Instruments. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, Lender shall pay all sums secured by this Security Instrument.

# UNOFFICIAL COPY



## RECORD AND RETURN TO:

GORMAN MARKETING SYSTEMS, INC., d/b/a G M S MORTGAGE CENTER  
800 E. NORTHWEST HIGHWAY #900  
PALATINE, ILLINOIS 60067

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]

- 1-4 Family Rider
- Biweekly 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:

PHIL LICARI \_\_\_\_\_ (Seal)  
Borrower

Social Security Number

TERESA G. LICARI, HIS WIFE \_\_\_\_\_ (Seal)  
Borrower

Social Security Number

Social Security Number

Social Security Number

STATE OF ILLINOIS,

I, Nancy B. Walma,  
that

PHIL LICARI and TERESA G. LICARI, HIS WIFE

Cook County ss:

, a Notary Public in and for said county and state do hereby certify

, 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 10th

day of September

, 1992

My Commission Expires NANCY B. WALMA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 7/30/98

Notary Public

This Instrument was prepared by: CHERYL NEYFELDT

CHERYL NEYFELDT  
NANCY B. WALMA

Page 8 of 8

Form 3014 9/90

936-74356