FICIAL CO

AFTER RECORDING RETURN

ICM MORTGAGE CORPORATION 6061 SOUTH WILLOW DRIVE, SUITE 300 GREENWOOD VILLAGE, COLORADO B0111 ATTN: MARKETING OPERATIONS - PC

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92853779

__(Space Above This Line For Recording Detail

ICM # 20-116245A

MORTGAGE

October THIS MORTGAGE ("Security Instrument") is given on 19 92 . The mortgagor is MARK A. GOODMAN AND KELLEY A. GOODMAN, HIS WIFE

ICM MORTONAS CORPORATION

under the laws of the State of Delaware

and whose address is 6061 SOUTH WILLOW DRIVE SUITE 300, GREENWOOD VILLAGE, COLORADO 80111 ('Lender'). Borrower owe; Lender the pit dipal sum of One Hundred Twenty Seven Thousand Five Hundred and no/100 -----Dollars (U.S. \$ 127,500.00). 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 November . 2022 . This Security Instrument 1 uarker, due and payable on 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 paymen' of all other sums, with interest, advanced under Paragraph 7 to protect the security

of this Security instrument; and (c) the pudomance of Borrower's covenants and agreements under this Security instrument and the Note. For this purpose, Borrower dijes hereby mortgage, grant and convey to Lender the following described property County, Illinois: torated in COOK

LOT 5 IN BLOCK 12 IN J.C CALDWELL'S SUSCIVISION OF C.C. LAYS ADDITION TO WESTERN SPRINGS IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 3, TOWNSHIP 39 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS

18-06-119-009

DEFT-11 RECORD.T

("Borrower"). This Sacurity Instrument is given to

, which is organized and existing

129.50

748888 TRAN 4340 11/16/92 14:45:00 #1302 #

WESTERN SPRINGS.

(City)

COOK COUNTY RECORDER

which has the address of 4064 WESTERN AVENUE

(Struct)

60558

("Property Address");

(Zip. Code)

TOGETHER Wills all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fectures now or hereafter a port 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 solzed 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 file 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 socurity instrument covering real property.

ILLINOIS - Single Family - Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

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filmor:

1994 Carlotte 1886 Carlotte 1894 A

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment 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.
- 2. Funds for Tisses and finantistics. Subject to applicable law or to a written walvor 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasahold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance promiums, if any; (e) yearly mortgage 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 mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's excrow account under the ferferal Real Estate Settlement Procedures Act of 1974 as amount of fine to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a leasor 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 whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if on for is such an institution) or in any Federal Home Losa Bank. Lender shall apply the Funds to pay the Escrow Items. Londer may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow render, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender now require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to by pild. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender accord the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Eacrow Items within due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lander 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 sums secured in its Security Instrument, Lender shall promptly refund to Borrower any Fundahold by Lender. If, under Paragraph 21, Lender for a soquire 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 as a credit against the sums secured by this Security Instrument.

- 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 pharges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes. essessments charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold purposes or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that menner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Linctin; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's or nion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which many attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall eatisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Huzard or Property Insurance. Borrower shall keep the improvements now existing or hearth's 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 my periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower latts to maintain coverage described above, Lender may, at Lender's power, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortguge 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. Lender may make proof of loss if not made promptly by Borrower.

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 economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the Proceeds to repair or restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless tender 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 the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately orter to the acquisition.

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- 8. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Lean Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within strty 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 Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenualing 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 forfoliure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by nausing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfaiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the lone application process, gave materially false or insocurate information or statements to Lender (or falled 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 Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If borrower falls to perform the convenants 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 or breakruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whate or is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any a ima secured by a field which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' less and rate ing on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Institution. Unless Borrower, and Lender agree to other terms of payment, these amounts shall be a interest from the disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- O. Mortgage tractrance. If body required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium, required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance provides in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance premium being paid by Borrower shall pay to Lender each month a sum equal to one twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage inpand or ceased to be in effect. Lender will accept, use and retain there are ments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender If mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender or 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. Impection. Lender or its agent may make reasonable entrice 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, and 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 triang 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 rg. or in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the rollowing 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 profess that he 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 effers 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 Lendu; 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 Walver. 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 walver 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. Lour 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 malling 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 testimated shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Overning 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 for 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.
 - 18. Borrow a's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of any 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 discherificial interest in Borrower is sold or transferred and Borrower is not a natural person) without transferred prior written concept, Lender may, at its option, require immediate payment in full of all sums accurated 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 Lunder 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 falls to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

- 18. Birrower's Right to Reinstate. 1. Borrower meets certain conditions, Borrower shall have the right to have onforcement of this Security Instrument discontinued at an / time prior to the earlier of: (a) 5 days (or such other period as applicable law may opposity for reinstatement) before sale of the Archerty 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 aumo 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 often as Lander may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Congress, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurrer. Flowever, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.
- 19. Sole of Note; Change of Loan Servicer. The Note or a partial increast 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 in 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 (4 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which pay aents should be made. The notice will also contain any other information required by applicable law.
- 20. Hizzardous Substances. Borrower shall not cause or permit the presence, use, displayal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to dr. Snything 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 othe inclion by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Engineerial 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: pasoline, kerosene, other flaminable or toxic petroleum products, foxic posticides 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, sufety 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 coverant 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 detault; (b) the action required to cure the detault; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the detault must be cured: and (d) that failure to cure the detault on or before the date specified in the notice may result in acceleration of the same 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.

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without charge to Borrower. Borrower 23. Waiver of Hamestend. Borrower 24. Riches to this Security Instrum. Security Instrument, the covenants and the covenants and agreements of this S (Check applicable box(es))	er walves all right of homestead exemption in the sent. If one or more riders are executed by Born agreements of each such rider shall be incorposedurity instrument as if the rider(s) were a part	e Property. ower and recorded together with this rated into and shall amend and supplement of this Security Instrument.
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider Blweekly Payment Rider
Graduated Payment Rider Bulloon Rider	Planned Unit Development Rider Rate Improvement Rider	Second Home Rider
Other(s) [specify]		C COOM From Final
	opts and agrees to the terms and covenants co	ntained in this Security Instrument and in
any rider(s) executed by Borrower and r	ecorded with it.	
Witnesses:	mala 1	Codman
	MARK A. GOODMA	(Seal)
	1/ 12	N.
0.5	Rellie Co	Acreedica (Seni)
	KELLEY A., GOODA	IAN Borrower
	%	-Borrower
	[Space Below This Line For Anknowledgment]	(Besi) -Borrower
	[obest bases] im the first statement	
STATE OF ILLINOIS, COOK	Gounty se:	
i, the undersigned do hereby contily that MARK A. G	, a Natry Public BOODMAN AND KELLEY A. GUGDMA	ic in and for said county and state. N. HIS WIFE
ambacribed to the foregoing instrument.	, personally known to me to be the ppeared before me this day in person, and ack	
signed and delivered the said instrument aut forth. Given under my hand and official see	as THEIR free and voluntary act, f	or the uses and purposes therein
My Commission expires:		
my Commission expense.	Janu	o Casarar
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