AFTER RECORDING RETURN TO:

ICM MORTGAGE CORPORATION 2500 W. HIGGINS ROAD, SUITE 750 SUITE 750 HOFFMAN ESTATES, IL 60195 ATTN: POST CLOSING DEPARTMENT

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ICM # 20-119099A

MORTGAGE

THIS . 10 TOAGE ("Security Instrument") is given on January 19 93 . The mortgagor is JEFFREY S. WEBB and HEATHER M. WEBB, HIS WIFE

("Borrower"). This Security Instrument is given to. ICM MORTG & GY CORPORATION gniteixe bna bosinagro et doldw , under the laws of the State of Delawere and whose address is 6061 SOUTH WILLOW DRIVE SUITE 300, GREENWOOD VILLAGE, COLORADO 80111 ("Loutlor"). Borrower owes Lander the principal sum of One Hundred One Thousand and no/100 Dollars (U.S. \$ 101,000.00 ...). 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 euriler, due and payable on *ebrunry 2023 . 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 Paymoraph 7 to protect the security of this Security instrument; and (o) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Bonower our a proby mortgage, grant and convey to Lunder the following described properly COOK County, Illinois: located to

LOT 3 IN MASSMAN'S RESUBDIVISION OF THE NORTH 195 FEET OF THE EAST HALF OF THE RAST HALF OF JOY 7 AND THE NORTH 197.90 FEET OF THE WEST HALF OF THE EAST OF PALF OF LOT 7 IN ALLISON'S ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST HALF OF THE SOUTH WEST QUARTER OF THE SOUTH 4 ACRES OF THE EAST HALF OF THE SOUTH WEST QUARTER THEREOF) IN COOK COUNTY, INCINOTS.

PERMANENT INDEX NUMBER: 03-20-300-087

which has the address of 1411 N. VAIL AVENUE (Street)

ARLINGTUN HEIGHTS

(City)

. Nicolii

(Zip Code)

("Property Address");

93100917

TOORTHER WITH all the improvements now or hereafter erected on the property, and all ensurements, appurtenances, and fixtures now or nerestier 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 COVERANTS that Borrower in lewfully select 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 wantents and will defend generally the life to the Property against all cinims 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.

ILLINOIS - Single Family - Famile Mooffreddle Mad UNIFORM INSTRUMENT

Form 3014 9/90 (page t of 5 pages)

ICM Form 2041A (Rev. 7/91) D

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

- 1. Payment of Principal and Interest; Propayment 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 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 attein priority over this Security Instrument as a illen 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, 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 ioan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lessor 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 Escrow items or otherwise in necordance with applicable law.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including bender, 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, annually analyzing the escrow account, or verifying the Escrow it ms, unless Lender pays 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 tax reporting service used by Lender in confect on with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest on paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may agree in varing, 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 dobt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by London exceed the amounts permitted to be held by applicable law, London shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lendon at any time is not sufficient to pay the Escruw terms when due, Lendon may so notify Borrower in writing, and, in such case Borrower shall pay to Lendon the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lendon's sole discretion.

Upon payment in hit of all sums secural by this Security Instrument, Lender shall promptly retund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or soil the Property, Lender, prior to the acquisition or sale of the Cuperty, 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 ray late charges due under the Note.
- 4. Charges: Liene. Borrower shall pay all taxes, assession its, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leading 2 payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in the manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly funds to Lender all notices of amounts to be paid under this paragraph. If the payments directly, Borrower shall promptly funds to Lender reneights evidencing the payments.

to the payment of the obligation secured by the sen in a manner acceptable to tender; (b) contests in good faith the ilon by, or defends against enforcement of the lien in, legal proceedings which in the Legal's opinion operate to prevent the enforcement of the lien in, legal proceedings which in the Legal's opinion operate to prevent the enforcement of the lien to the lien an agreement satisfactory to London subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a flow which may attain priority over this Security instrument, London may give Borrower a notice identifying the sen. Borrower shall satisfy it a sen or take one or more of the actions set forth above within 10 days of the giving of notice.

It stand or froperty insurance. Borrower shall keep the improvements now existing or I ereal or erected on the Property insured against loss by the hoxards included within the term "extended coverage" and any other housing including floods or flooding, for which harder requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreastenably withheld. It Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's lights in the Property in accordance with Paragraph Y.

All insurance policies and renewals shall be acceptable to Lender and shall lockide a standard morigage clause. Londer shall have the right to hold the policies and renewals. If Lender requires, Dorrower shall promptly give to Lender all receipts of puld premiums and renewal notices. In the event of loan, Borrower shall give prompt notice to the insurance carrier and Londer, Lender may make proof of loan II not made promptly by Borrower.

Unless Lender and Dorrower officielles agree in willing, insurance proceeds shall be applied to restoration or repair of the Property drawinged, if the restoration or repair is not economically finalities or contents security is not lessened. If the restoration or repair is not economically finalities or contents security would be lessened, the insurance proceeds shall be applied to the sums accured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abondons the Property, or does not answer within 30 days a notice from Lander that the insurance carrier has offered to settle a claim, then Lander 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.

Unions Lunder and Borrower officience 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 humadistely prior to the acquisition.

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Form 3014 0/00 (page 2 of 5 pages)

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- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasefulds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 externating 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 forfellure action or proceeding, whether drift or criminal, is begun that in Lender's good faith brigarent 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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture 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 loan application process, gave materially false or inaccurate 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 Londer agrees to the merger in writing.
- 7. Proceeds of Lander's Rights in the Property. It borrows falls to perform the convenants and agreements contained in this Security nationally, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding it cankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a iten which has priority over this Security instrument, appearing in court, paying reasonable attorneys' less and evening on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

Any amounts disburser by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this 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.

- 8. Mortgage insurance. If or is required mortgage insurance as a condition of making the loan secured by this Socurity instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance or entry or is not available, Borrower shall pay to Lender each month a sum equal to entertwellth of the yearly mortgage insurance premium being paid by Borrower shall pay to Lender each month a sum equal to be in effect. Lender with recept, use and retain these payments as a loss reserve in the 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 ported that Londer requires) provided by an insurer approved by 'en ier again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in entry, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement below or Porrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entite. From 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 skimages, effect or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in Leu 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 a trie in willing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the Olicewing fraction; (ii) 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 it 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 ingree in writing or unless applicable law otherwise provides, the process's 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 II, after notice by Lender to Borrower that the condemno colors to make an award or nettle a cinim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given. Lenders authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the nume secured by this Security Instrument, whether or not then due.

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Fortransance by Lender Not a Walver. Extension of the time for physicist or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Burrower 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 mortily amortization of the sums secured by this Sounity instrument by reason of any demand made by the original Dorrower or Borrower's successors in interest. Any fortherance by Lender in exercising any right or remedy shall not be a wriver of or preclude the exercising any right or remedy.
- 12. Successors and Assigne Dound; John and Several Limbility; On eigners. The coverants and agreements of this Security Instrument what bind and benefit the successors and seeigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-algree this Security Instrument but does not execute the Stote: (n) is co-algring this Security Instrument only to mortgage, grant and convey that Borrower's interest in

Form 3014 9/90 (page 3 of 5 pages)

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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, fortioner 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 ican charges, and that law is finally interpreted so that the interest or other loan charges collected or to be solicated in connection with the ican 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. Lander 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 Properly Address or any other address Borrower designates by notice to Lender. Any notice to Londer shall be given by lirst 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 taw; Severability. This Security Instrument shall be governed by lederal 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 which can be given effect without the 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 soverable.
 - 16. Borr we're Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer in 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 and Borrower is not a natural person) without Lender's prior written content, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Proyever, this option shall not be exercised by Lender it exercise is prohibited by tederal law as of the date of this Security Instrument.

If Lerider exercises this option, Londer shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the guide 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 have any remedies permitted by this Security instrument will nout further notice or demand on Borrower.

- 18. Borrower's Right to Reinstale. Merrower meets certain conditions, Borrower shall have the right to have entorcement of this Security instrument discontinued at the lime 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; (b) pays all explained incurred in enforcing this Security instrument, including, but not limited to, reasonable attorneys' less; and (d) takes such exact as Lender may reasonably require to assure that the lien of this Security instrument, Lender's rights in the Property and Dorrower's obligation to pay the sums secured by this Security instrument and the obligations secured hereby shall remain july effective as if no acceleration had occurred. Powever, 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 partic, 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 remembers should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Sorrower shall not cause or permit the presence, use, disposal, storage, or release of any blazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, hything affecting the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the procedure, 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.

Gorrower shall promptly give Londer written notice of any investigation, claim, demand, lawsuit or other ection by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Sorrower has actual knowledge. If Borrower leams, 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 harbloides, volutile solvents, meterials containing ashestos or formaldebyde, 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, Lander shall give notice to Borrower prior to acceleration following Borrower's branch of any coverent or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The restice 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 riskest 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 infinity Borrower of the right to releasant acceleration and the right to assert in the foreclosure proceeding the pon-selectors of a default or any other defense of Borrower.

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accolunation and foreclosure. If the default is not sured on or before the date specified in the notice, Lender at its option may require branches payment in full of all sums accused by this Security Instrument without further demand and may foreclose this Security Instrument by judicial processing. Lender shall be entitled to collect all expenses incurred in pursuing the rumedles provided in this Paragraph 21, including, but not limited to, reasonable attorneys' sees and outlin of this existence.

Adjustable Rate Rider Graduated Payment Rider Dalloon Bider	Condominium Rider Planned Unit Development Alder Rate Improvement Rider	1-4 Family Rider Blweekly Paymont Rider Second Home Rider		
Other(*) [specify] BY SIGN AC BELOW, Borrower ac	cepts and agrees to the terms and covenants co	ntained in this Security Instrument and in		
any ridor(c) significant by Gorrower and	recorded with it.			
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STATE OF ILLINOIS.	County 74:			

"OFFICIAL SEAL"
LARRY SIEGEL
NOTARY PUBLIC STATE OF ILLINGS
SIY COMMISSION EXPIRES 10/7/96

My Commission expires:

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