

UNOFFICIAL COPY

RECORD AND RETURN TO:
LIBERTY MORTGAGE CORPORATION NM
4201 SOUTH ARLINGTON HEIGHTS ROAD-STE 101
ARLINGTTON HEIGHTS, ILLINOIS 60005
RECORDED BY: DEPT-01 RECORDING
437.50
2101 SOUTH ARLINGTON HEIGHTS ROAD-STE 101
ARLINGTTON HEIGHTS, ILLINOIS 60005
RECORDED AND RETURNED TO:
LIBERTY MORTGAGE CORPORATION NM
4201 SOUTH ARLINGTON HEIGHTS ROAD-STE 101
ARLINGTTON HEIGHTS, ILLINOIS 60005
RECORDED BY: DEPT-01 RECORDING
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95350387

Land Title U.P.-732563-C7

550061514
LIBERTY MORTGAGE CORPORATION NM
4201 SOUTH ARLINGTON HEIGHTS ROAD-STE 101
ARLINGTTON HEIGHTS, ILLINOIS 60005
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MORTGAGE
JEROME A. CORY, UNMARRIED PERSON
THIS MORTGAGE ("Security Instrument") is given on MAY 8, 1995. The mortgagor is
LIBERTY MORTGAGE CORPORATION NM ("Borrower"). This Security instrument is given to
which is originated and existing under the laws of THE STATE OF ILLINOIS
address is 2101 SOUTH ARLINGTON HEIGHTS ROAD-STE 101
ARLINGTTON HEIGHTS, ILLINOIS 60005 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars (\$ 1,050.00)
which is payable to Lender at the time of death, if not paid earlier, due and payable on JUNE 1, 2025.
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 JUNE 1, 2025.

SECTION 52, AS SHOWN AND IDENTIFIED IN THE SURVEY OF A TRACT, OF
UNIT NUMBER 52, SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION
PARCEL 1; described property located in COOK COUNTY, ILLINOIS
Securitly instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
property the security of this Security instrument; and (c) the payment of all other sums, with interest, advanced under this
extension and modifications of the Note; (b) the repayment of all other sums, with interest, advanced under paragraph 7 to
this Securitly instrument secured to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all rewards,
monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2025.

SECTION 52, AS SHOWN AND IDENTIFIED IN THE SURVEY OF A TRACT, OF
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extension and modifications of the Note; (b) the repayment of all other sums, with interest, advanced under paragraph 7 to
this Securitly instrument secured to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all rewards,
monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2025.

Dollars (\$ 1,050.00)

95350387

SPECIFY ABOVE THIS LINE FOR KEEPSAKE DATE

WILMINGTTON HEIGHTS, IL 60005
ACCUELINE SOLLARS
Prepared by:
LIBERTY MORTGAGE CORPORATION NM
4201 SOUTH ARLINGTON HEIGHTS ROAD-STE 101
ARLINGTTON HEIGHTS, ILLINOIS 60005
RECORDED AND RETURNED TO:
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WILMINGTTON HEIGHTS, IL 60005
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 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 attain 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, 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 loan 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. 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 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 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 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 Items, 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 connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, 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 pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed 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 Escrow Items when due, Lender may so notify Borrower 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 sums 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 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 charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 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 Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion 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 may attain priority over

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 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 fails to maintain coverage described above, Lender may, at Lender's option, 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 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. 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 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 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 prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 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 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 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 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 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 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, 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering 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 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 Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the 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

re-establish the coverage and make arrangements to pay the premiums to Lender on a monthly basis until the coverage is re-established, or until the additional premium payments for the new premium amount(s) are paid in full. DRB 1091

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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by First class mail unless otherwise specified by Borrower. Any notice of another method, the notice shall be directed to the Property Address if by first class mail unless otherwise specified by Borrower. The notice shall be delivered 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

any other address Borrower specifies by law requires use of another method, the notice shall be directed to the Property Address if by first class mail unless otherwise specified by Borrower. The notice will be referred as a partial payment without any preparation charge under the Note.

However, if it refund reduces Premium, the reduction will be treated as a partial payment without any preparation to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan to Lender.

to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender.

loan law is finally interpreted so that the interest of other loan charges collected or to the collection without the charges and thin law is loan secured by this Security Instrument is subject to a law which sets maximum loan charges.

13. **Loan Charges.** If the loan secured by this Security Instrument is necessary to reduce the charge made any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent,

make by this Security Instrument with regard to the terms of this Security Instrument or the Note without that Borrower's consent, modify, for better or worse, the Note.

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums

Instrument but does not exceed the Note; (a) is co-signing this Security Instrument only to modify, grant and convey that

paragraph 17, Borrower's documents and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this

exceeds of any right or remedy.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

seured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration of property or to the sums

awarded of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condominium offers to make an

possess the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender As a Writer.** Extension of the time for payment or modification

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Lender in the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security Instrument shall b, reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

whether or not there is, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

condemnation or other taking of any part of the Property, or for damage in lieu of condemnation, are hereby assigned and

10. **Condemnation.** The proceeds of any award for claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasons upon and inspections of the Property. Lender shall give

9. **Inspection.** Lender or its agent may make reasonable examinations upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

than Lender requires) provided by an insurer approved by Lender until becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

he in effect, Lender will use and retain these payments as a loss reserve in lieu of mortgage insurance losses reserved to

one-twelfth of the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

substantially equivalent monthly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If

both in coverage substantially equivalent to the mortgage insurance previously in effect, in a cost substantially equivalent to the

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any other provision of law, the Lender may exercise any right or remedy available under this Note, including the power to accelerate the maturity of this Note.

21. Acceleration Remedies. Lender shall have notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraph 17 unless

any NON-UNIFORM CONTRACTS). Lender and Lender further covenant and agree as follows:

Lender shall have notice to Borrower prior to acceleration following Borrower's breach of any provision of this Security Instrument (but not prior to acceleration under paragraph 17 unless any provision of this Security Instrument violates federal, state or environmental protection laws and laws of the jurisdiction where the property is located that prohibit or restrict 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 prohibit, restrict or regulate substances, practices, processes, structures, other financial products or toxic chemicals by

law and the following substances defined as toxic or hazardous substances by

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the property as necessary, from a substantial portion

of which Borrower has actual knowledge, if Borrower fails, or is notified by any government or regulatory authority, that

removal or regulation agency of private party involving the property and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender notice of any investigation, claim, demand, action or other action by any

residential uses and to mitigate damage of the property.

Property of a third parties of Lender shall not be affected to the extent

arising from or in violation of any Environmental Law, the preceding two sections shall not apply to the property

Hazardous Substances on or in the property, Borrower shall not do, nor allow anyone else to do, anything reflecting the

use of Lender shall not cause or permit the presence, use, disposal, storage, or release of any

substances required by applicable law.

not apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remand shall

this security instrument shall continue unchanged, upon reinstatement by Borrower, this security instrument and the

date the loan of this Security Instrument, and it's rights in the property and Borrower's obligation to pay the sums secured by

any changes of the loan Servicer intended to a date of the Note. If there is a change of the loan Servicer, Borrower will be

or note changes of the loan Servicer monthly payments due made the Note and this security instrument. There also may be one

as the "Loan Servicer") that collects monthly payments due to Borrower. A date may result in a change in the entity (known as

instrument) may be sold one or more times without prior notice to Borrower. A date may result in a change in the entity (known as

the Note of Note Change of Loan Servicer, the Note or a partial interest in the Note (together with this Security

not apply in the case of acceleration under paragraph 17).

Security instrument shall remain fully effective as if no acceleration had occurred. However, this right to remand shall

Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this

Lender exercises this option, Lender shall give Borrower notice of acceleration. Lender shall provide a period of no

of this Security instrument.

Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

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

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared

conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be

jurisdiction in which the Property is located. In the event that any provision of this Security instrument or the Note

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

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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.

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:

Jerome A. Cory
JEROME A. CORY

(Seal)

-Borrower

(Seal)

(Seal)

-Borrower

-Borrower

-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, the undersigned,
that JEROME A. CORY, UNMARRIED PERSON

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

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/ SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

8th day of May, 1995.

Catalina A. Cusimano

Notary Public

My Commission Expires:

OFFICIAL SEAL
CATALINA A CUSIMANO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 28,1999

NMP -6RHL (0408)

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RIDER - LEGAL DESCRIPTION

PARCEL 1:

UNIT NUMBER 52, AS SHOWN AND IDENTIFIED IN THE SURVEY OF A TRACT OF LAND, DESCRIBED AS FOLLOWS: PART OF LOT 1 IN KENROY'S HUNTINGTON, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, AND EASEMENTS AND RESTRICTIONS FOR BRALEN TOWNHOME CONDOMINIUM NUMBER 11 BUILDING, MOUNT PROSPECT, ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22913759; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE ABOVE DESCRIBED PREMISES, EXCEPTING THEREFROM, ALL OF THE UNITS AS DEFINED AND SET FORTH IN THE SAID DECLARATION AND SURVEY, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION, DATED OCTOBER 28, 1974 AND RECORDED NOVEMBER 21, 1974 AS DOCUMENT NUMBER 22913759, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RELATING TO THE BRALEN TOWNHOME OWNERS ASSOCIATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21974867, IN COOK COUNTY, ILLINOIS.

08-14-401-084-1003

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MULTISTATE PUD RIDER - Single Family - Family/Mar/Freddie Mac UNIFORM INSTRUMENT Form 3150 9/90 DPS 4922
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(owners) Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender, and shall take such actions as may be reasonable to insure that the

(C) Public liability insurance. Borrower shall take such actions as may be reasonable to insure that the instrument, with any excess paid to Borrower, or the proceeds of the insurance policy held by the Security assigned and shall be paid to Lender, under which apply the proceeds to the sums secured by the Security, or to common areas and facilities of the PUD, any proceeds payable to Borrower following the loss to the master of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the master or blank policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by policy.

the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association (ii) Borrower's obligation under Uniform Coverage is to maintain hazard insurance coverage on yearly premium installments for hazard insurance on the Property; and

(iii) Lender waives the provision in Uniform Coverage 2 for the ability paying for and hazards included within the term "extended coverage", then, subject to the terms and conditions of the PUD, Borrower shall pay for the periods, and up until the earliest lender receives payment, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides coverage in the amounts, for the periods, and up until the earliest lender receives payment, including fire and

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance pursuant to the Constitution Documents, property insurance coverage in amounts and types specified in the PUD, the same will be provided to the Owners Association, Borrower shall provide, when due, all dues and assessments imposed or any equivalent document which creates the Owners Association (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association (iii) articles of incorporation, trust instrument Documents. The "Constitution Documents" are the (i) Declaration (ii) Articles of Incorporation and the PUD's Constitution Documents, in addition to the covenants and agreements set forth below.

A. PUD COVENANTS. Borrower shall perform all of Borrower's obligations under the PUD's Constitution Documents, in addition to the covenants and agreements set forth below.

Borrower and Lender further covenant and agree as follows:

(i) PUD COVENANTS. In addition to the covenants and agreements made in the Security instrument, the PUD and proceeds of Borrower's interest in the covenants and agreements made in the Security instrument, jointly owning the property the covenants and agreements of the PUD (the "Owners Association") and the lessor, (the "PUD"), the Lender's interest in the homeowners association of individual

Name of Planned Unit Development

The Property is a part of a planned unit development known as (the "Development"). The PUD and proceeds of Borrower's interest in the covenants and agreements made in the Security instrument, jointly owning the property the covenants and agreements of the PUD (the "Owners Association") and the lessor, (the "PUD"), the Lender's interest in the homeowners association of individual

Property Address

834 PARKTRIDGE LANE, MOUNT PROSPECT, ILLINOIS 60056
of the same date and covering the property described in the Security instrument and located at (the "Lender")

LIBERTY MORTGAGE CORPORATION NM

Trustee or Security Lender (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to the Lender for the sum of \$1,000,000.00 (\$1,000,000.00), and is incorporated into and shall be deemed to amend and supplement the Mortgage, Lender of

1995, and THIS PLANNED UNIT DEVELOPMENT RIDER is made this 8TH day of MAY

PLANNED UNIT DEVELOPMENT RIDER

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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Jerome A. Cory

JEROME A. CORY

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower