

PREPARED BY:
FIRST COLONIAL MORTGAGE CORP.
ELMHURST, IL 60126

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QCD 1000

EDWARD T. YOUNG
MAY 1999

BOX 392

RECORD AND RETURN TO:

FIRST COLONIAL MORTGAGE CORPORATION
536 SOUTH YORK STREET
ELMHURST, ILLINOIS 60126

[Space Above This Line For Recording Data]

MORTGAGE

1874897

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 21, 1993**. The mortgagor is **DENNIS R. THOMPSON** and **JANE C. THOMPSON, HUSBAND AND WIFE**.

DEPT-01 RECORDING DEPT-01 REC'D. 12/28/93 14:48100
T-1111 TRAN 1039 12/28/93 14:48100

(Borrower"). This Security Instrument is given to **FIRST COLONIAL MORTGAGE CORPORATION**, whose address is **536 South York Street, Elmhurst, Illinois 60126**, as Lender ("Lender"). Borrower owes Lender the principal sum of **SEVENTY FIVE THOUSAND AND 00/100** Dollars (U.S. \$ **75,000.00**),

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JANUARY 1, 2014**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK COUNTY, ILLINOIS**:

THE NORTH 90 FEET OF LOT B (EXCEPT THE 10' SQUARE FEET SURROUNDING WELL LOCATED ON PREMISES) IN THE RESUBDIVISION OF LOTS 20, 21, 23 AND 29 IN FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-31-211-021

which has the address of **8145 SOUTH NORMANDY AVENUE, BURBANK**,
Illinois **60459** ("Property Address"); and Zip Code **60459** ("Zip Code").

ILLINOIS Single Family/Mobile/Mic UNIFORM INSTRUMENTS OF RECORD FORMS - See 1 of 4 pages
COMP-6R(L) 1016917 VMP MORTGAGE FORMS - (312)803-0100 (800)621-7281

Form 3014-18/90 DPS 1088

Initials: *J.C.T.*

3100 1890 J.C.T.

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Form 3014 9/80
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more of the indebtedness set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to remove the property from the possession of the Lender or any party holding title to a lien which may attach to the property or of the Note; or (c) seizes from the holder of the lien an unrecorded instrument or record, Borrower shall satisfy the lien to satisfy the Note; or (d) sells or conveys the property to the Lender a assignee of the Lender's interest in the property to provide for the Note; or (e) sells or conveys the property to the Lender or any other party holding title to the property to satisfy the Note.

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 in a manner acceptable to Lender; (b) consents in good faith to the

terms of the agreement; (c) pays all taxes, assessments, charges, fines and improprieties attributable to the property if Borrower makes these payments directly, Borrower shall pay all taxes, assessments, charges, fines and improprieties attributable to the property.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2; or if not paid in that manner, Borrower shall pay them on time directly which may attach priority over this Security Instrument, and thereafter shall pay round rents, if any, Borrower shall pay

which may attach to the Note in a manner acceptable to Lender; (d) consents in good faith to the Note; or (e) sells or conveys the property to the Lender.

4. Cures: Lender, Borrower shall pay all taxes, assessments, charges, fines and improprieties attributable to the property third, to Lender, to pay, to any trustee under the Note; second, to Lender under paragraph 2;

5. Application of Payments: Unless impossible law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender. If, under paragraph 2, 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 to credit against the sum secured by

these funds held by Lender to pay the excess funds held by Lender at any time under the Note.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any

unavailable funds held by Lender as sole discretion.

If the Funds held by Lender may make up the deficiency, Borrower shall make up the deficiency in no more than

time is not sufficient to pay the excess funds held by Lender may be ready Borrower in writing, and, in such case 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 to Lender exceeds the amount necessary to pay the excess funds held by Lender as sole discretion.

If the Funds held by Lender may agree to pay a one-time charge for an independent real estate tax reporting service

without charge, in annual accounting of the Funds, shown as credits and debits to the Funds and the purpose for which

Borrower and Lender may agree in writing, however, (a), interest shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires interest to be paid, Lender at all cost be required to pay Borrower any interest or earnings on the Funds,

used by Lender in connection with this loan, unless a applicable law provides otherwise. Unless an application for a charge. However, Lender may require to pay a one-time charge for an independent real estate tax reporting service

every time, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

exception. However, Lender may require to hold for holding and applying the Funds manually analyzing the escrow account, or

escrow items, unless Lender may not charge in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

(including Lender, if Lender is such a institution) or in any escrow, in trust, or otherwise in accordance with the Note.

The Funds shall be held in escrow in accordance with applicable law.

Escrow items or otherwise in accordance with the Note.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets it lesser amount, (a), under any time, in any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RSPA"), unless notice given to the Funds

relieved mortgage loan may require for Borrower's account under the Federal Retail Estate Settlement Procedures Act of

Lender may, with time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items," if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

any hazard or property insurance premiums; (d) yearly flood insurance premiums, of household rents on the property, if any;

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Borrower shall pay when due the

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

THIS SECURITY INSTRUMENT contains a uniform covenant instrument covering real property.

Virtions by jurisdiction to consistute a uniform covenant instrument covering real property.

and will defend generally the title to the property against all claims and demands, subject to any encumbrance of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and that has the right to mortgage,

lature now or hereafter a part of the property. All improvements and additons shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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payments may no longer be required at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loan reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition or option to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by making a direct payment to Borrower. If a refund reduces principal, this reduction will be treated as a partial payment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

DPS-1082

Form 3014-9/80

W.M. GRILL (10101)

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17. Transfer of the Property. If a Beneficial interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed, within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued, at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and; (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

DPS 1083
Form 3014-9/00

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DRG 1094

Form 301A 8/80

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MD-BRILL 18212101

William E. Reynolds Jr.
Notary Public
State of Illinois
My Commission Expires: 06/26/96

This instrument was prepared by Notary Public, State of Illinois
Given under my hand and attested seal, this day of October 1985
Signed and delivered the said instrument in the presence and purposed herein set forth:
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the
personally known to me to be the same person(s) whose name(s)

DENNIS R. THOMPSON AND JANE C. THOMPSON, HUSBAND AND WIFE
, a Notary Public in and for said county and state do hereby certify
that DENNIS R. THOMPSON AND JANE C. THOMPSON, COOK
County ss:

Dennis R. Thompson
Dennis R. Thompson
Dorowever
(Seal)

Jane C. Thompson
Jane C. THOMPSON
Dorowever
(Seal)

Willie S. Jackson
Willie S. Jackson
Dorowever
(Seal)

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

- Check applicable box(es):
24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- [Check applicable box(es):]
- Adjustable Rider
 Graded Payment Rider
 Biweekly Payment Rider
 Biweekly Paymenet Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify]

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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