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COOK COUNTY ILLINOIS FILED FOR RECORD

1987 OCT -5 PM 12: 11

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MORTGAGE

non September 24, DONNA S. KUMPS, his wife	THIS MORTGAGE ("Security Instrument") is
DONNA S. KUMPS, his wife	9 87 The mortgagor is RICHARD W. KUMPS
'). This Security Instrument is given to, which is organized and existing	("Borro
, which is organized and existing	SOLITI) HOLLAND TRUST & SAVINGS BA
, and whose address is	inder the laws of ILLINOIS
("Lender").	16174 Saith Park Ave., South Holland, III. 6
"HOUS AND and No/100 ("Lender").	Porrower owes Lender the principal sum of FIFTY-S
.000.00	Dollars (U.S.
ich provides for monthly payments, with the full debt, if not	Inted the same date as this Scurity Instrument ("Note"
97. This Security Instrument	aid earlier, due and payabic ofQct1
by the Note, with interest, and all renewals, extensions and	secures to Lender: (a) the repryrient of the debt evider
t, advanced under paragraph 7 to protect the security of this	modifications: (b) the payment of all other sums, with in
ovenants and agreements under this Security Instrument and	Security Instrument: and (c) the performance of Borrow
grant and convey to Lender the following described property	he Note: For this nurnose. Rossowe: des viereby morte
	nected in Cook
	OCA(CU III

Lot 44 in Freitag's Second Suldivision, being a subdivision of part of the South East 1/4 of the North West fractional 1/4 and part of the North East 1/4 of the South West 1/2 of Section 8, Township 36 North, Range 15 East of the Third Principal Manidian, in Cook County, Illinois.

Perm. Tax No. - 30-08-115-022 D BO hu

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/ which h	as the address of	438 Garfield	Calumet City(Co)
Illinois	60409	("Property Address");
	Code	••	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereaster 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 seised 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.

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MAIL TO: (After Recording)

Space Below This Line Reserved For Lender and Recorder))
Moran Moran Public	My Commission expires: OFFICIAL CEAL VIVAL CEAL WATER COMMISSION CAPITY WATER CAPITY
···· 78 91 ···································	Given under my hand and office
	set forth.
ment asthetxfree and voluntary set for the uses and purposes therein	
ent, appeared before me this day in perion and acknowledged that they	murismi gniogerof off of bedirosdue
personally known to me to be the stane person(s) whose name(s) are	
W. Winge and Donn (. \$ Kumps, his wife	do hereby certify thatRach
gaed a Notary Public in and for said county and state,	I, The undersit
C	STATE OF ILLINOIS, COOL
Donns Kumps - Sorows	
ALCHARG W. Kumpa -Borrower	
ver accepts and agrees to the terms and covenants contained in this Security day Borrower and recorded with it.	By Signing Below, Porcus Instrument and in any rider(s) execus
graent of Kents Kider	M Other(s) [specify] Assign
<u> </u>	Graduate * * syment Ride
Condominium Rider 🔲 2-4 Family Rider	Instrument. [Che: & ppplicable box(es)
trument. If one or more riders are executed by Borrower and recorded together with its and agreements of each such rider shall be incorporated into and shall amend and ements of this Security Instrument as if the rider(s) were a part of this Security	23 23 lers to this Security Institute Security Institute Covenant this Security Institute Inc.
et. Borrowet shall pay any recordation costs. rowet waives all right of homestead exemption in the Property.	Instrument without charge to Borrow
in acceleration under paragraph 19 or abandonment of the Property and at any time of redemption following judicial sale, Lender (in person, by agent or by judicially o enter upon, take possession of and manage the Property and to collect the rents of Any rents collection of rents, including, but not limited to, receiver's fees, premiums on tays' fees, and then to the sums secured by this Security Instrument. In all sums secured by this Security Instrument.	20. Lender in Possession. Upop prior to the expiration of any period appointed receiver) shall be entitled to the Property including those past due costs of management of the Property receiver's bonds and reasonable attorn
Leader shall give notice to Borrower prior to acceleration following. Borrower's wise). The notice shall specify: (a) the default; (b) the action required to cure the wise). The notice shall specify: (a) the default; (b) the action required to cure the ys from the date the notice is given to Borrower, by which the default must be cured; to not before the date specified in the notice may result in acceleration of the sums foreclosure by judicial proceeding and sale of the Property. The notice shall further estence of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-clear of Borrower to acceleration and toreclosure. If the default is not cured on or chees of Borrower to acceleration and rocclosure in this foreclosure by refeured by require in mandate payment in this of all sums secured by their at its option may require this Security Instrument by judicial proceeding. There are incurred in pursuing the remedies provided in this paragraph 19, including, expenses incurred in pursuing the remedies provided in this paragraph 19, including, ys' fees and cours of title evidence.	breach of any covenant or agreement unless applicable law provides other default; (c) a date, not less than 30 day and (d) that failure to cure the default, secured by this Security Instrument, secured by this Security Instrument, secured by this Security Instrument, secure of a default or any other de existence of a default or any other de before the date appecified in the notice before the date without fully Security Instrument without fully Security Instrument without fully and security Instrument without fully and security Instrument without fully security Instrument without full security instrument without full security in the security without full security with security wit

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

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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 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again sight sums secured by this Security Instrument.

3. Application of Paying is. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable wider paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrowe shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority wer this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the miniter provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owe I 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 hen which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secur. Thy the hen in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) securies 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 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 Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended overage" and any other hazards 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.

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, Eortower 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 recurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the injural ce 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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

8. 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.

9. 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, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Cender 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.

10. Borrow(r) lot Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amodification 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

11. Successors and Assigns Found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and 'e left 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; una (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.

12. 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 interist or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, them (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) and 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 return reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Ins rument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17

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 bender 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 II strument 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if 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 these 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 had no acceleration 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 assure 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 paragraphs 13 or 17.

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ASSIGNMENT OF RENTS RIDER

THE ASSESSMENT OF THE PARTY OF
This Rider Made this 24th day of Sept. , 1987 , shall be
incorporated into and shall supplement the covenants and agreements of a
Mortgage made of even date hereof, and shall be considered a part thereof.
Assignment of Rents; Appointment of Receiver; Lender in Possession.
As additional security under the Mortgage attached hereto, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be invited to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. BY SIGNING BELOW, Borrower accepts and agrees to the additional terms and
covenants above as a Rider to the Mortgage of even date and attached hereto and
recorded therewith.
Ruchad W. Sungari W. Kumps
Name of Killian
Borrowek Donna S. Kumps

Subscribed and sworn to before me this 24th day of Sept., 19 87.

Notary Public

OFFICIAL SEAL
VINAL SEAL
VINAL SEAL
MV SEAL
MV SEAL

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