Champion	Feder		
. *1*	(Neme)		
BLOOM I ÑO 1	ON.	14	

MORTGAGE

THIS MO	ORTGAGE is r	nado this duna 1	7. 1992	, betwee	an the Mortgagor,		
SANDRA	A HOPKINS	AND JEFFREY H	HOPKINS HUSBAND	AND WIFE			
		e Mortgagee, C nd existing under the la		SAVINGS AND LOAN ASS	, whose addle	ee ie	
		eet - Bloomington, Illir		STATES OF AMERICA (he:ein "Lender").		3510	
	·			 -			
		s indebted to Lender in t	-	Dollars, which indubte	hace is audan i	nt its Bearings	
note dated	Juna 47	sand and 00/100 1992 If the indebtedness, if no	(herei	n "Note"), providing for mo	nthly installments	of principal and	
other surns, the covenant Borrower by	with Interest i a and agreem Lender pursu a following de	burn, advanced in acc e. (s.c. Porrower herein c ant to peragraph 21 her scribed propulty located	cordance herewith to postained, and (b) the resolution of the county of	Jericed by the Note, with In protect the security of this N epayment of any future advar dvances"), Borrower does he Cook	iongage, and the nces, with interest neby mongage, g	performance of thereon, made to	
				SUBDIVISION OF LOT			
		CIRCUIT OCURT West 1/4 of Sec					
	THE SOUT	HEAST 1/4 OF SE	CTION 8, TOWNSH	IIP 39 NORTH, RANGE			ب
		OF THE THIRD PR			•		ڒڔ
		IC STREET), IN		SAID LOT DEDICATED Linois.	•		<u> </u>
	TAX ID#	16-06-410-012	' (•	~
	•						نئ
				T#9999		\$2 6/29/92 14:16: 	
which has the	addines of			'S	0,5.		
WINCIP Has trie		721 FAIR OAKS	(Street)	VAI	C PAR(··	
IL 80302		(herein "Prope	rly Acdress");		0		
(S1419 A	nd Zip Cade)						
royalties, mini to the proper property cove	eral, oil and i ity, all of whi red by this Me	gas rights and prolits, th, including replacem	water, water rights, a ents and additions ti pregoing, together with	ne property, and all easement nd water stock, and all fix nereto, shall be deemed to a said property (or the loasel	lures now or here be and remain	eafter attached a part of the	
ine Property, against all clai	that the Prop ims and dema	erty is unencumbered,	and that Borrower startations, easements	y conveyed and has the righ will warrant and defend ge or restrictions listed in a sch	nerally the little to	o the Property	
LLINOIS 1 to	4 Femily-8277-	NMA/FHLMC UNIFOR	RM INSTRUMENT			43713-7	

PAGE 1 OF 4

ALL BORROWERS MUST INITIAL

\$200 \$20 OC

Property of Coot County Clert's Office

UNIFORM COVENANTS. BOIRD LAND COVERANT INC. COLORS COPY 5

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the Indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and Interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bilts and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 mortgage.

If the arround of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower's option, either promptly repaid to Borrower or credited to Borrower's option, either promptly repaid to Borrower shall be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deliciency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof

Upon payment in full of sincems secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof, he Property is sold or the Property Is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale or the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereol shall be aprilled by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereol, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Charges; Liens. Borrower shall pay all taxes assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; providert, that Borrower, shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 5. Hazard Insurance. Betrower shall keep the improvements are existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" end such other hazards as Lender may required and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by the realizable.

The insurance carrier providing the insurance shall be chosen by Borrow'r subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Lender shall have the right to hold the policius and renewals thereof, and Borrower shall promptly lurnish to Lender till renewal notices and all receipts of paid premiums. In this 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, provided such restoration or repair is economically feasible and the security of this http://gage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lunder within 30 days from the date notice is mailed by Leilder to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply to insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall an extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall compty with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or coverants creating or governing the condominium or planned unit development, the by-taws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's Interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or atrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to

M

AUL

Property of Cook County Clerk's Office

protect Lander's interest, including the notified by discussing and the languages and entry upon the Property to make repairs. If Lander required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lander's written agreement or applicable taw. Borrower shall pay the amount of all mortgage insulance premiums in the mainer provided under paragraph 2 hereof

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice form Lender to Borrower requesting payment thereof, and shall bettr interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the righest rate permissible under applicable law. Nothing contained in this pararaph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that ender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the property
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lander to Borrower that the condemnor offers to make an award or settle a claim for danames, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and amply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

- 10. Borrower Not Released. Askinsion of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrowe and Rotrower's successors in interest.
- 11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise alforded by applicable law, shall not be a waivar of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity to the indebtedness secured by this Mortgage
- 12. Remedies Cumulative. All remedies provided in this Martgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound: Joint and Several Linuity; Captions. The covenants and agreements herein contained shall used, and the rights hereunder shall inuse to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreement of Dorrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof
- 14. Notice. Except for any notice required under applicable law to bu given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail address as Borrower may designate by notice to Lender as provided, hungin, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall to deemed to have been given to Borrower or Lender when given in the manner declarated herein. when given in the manner designated herein.
- 15. Uniform Mortgage; Qoverning Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform section instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, in the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the A drugage and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Murigago at the time of execution or alter recordation hereof
- 17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold of transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mottgage, (b) the creation of a purchase money security interest or household applicances, (c) a transfer by devise, descent or by regration of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the saile or transfer, Lender and the person to whom the Property is to be sold of transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the Interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has executed a writing necessary to be such that the interest payable on the sums secured by the release Rorrower troop all obligations upder this Mortgage and the Note release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mall notice to Borrower as provided in paragraph 14 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by

ALL BORROWERS MUST INITIAL

3

Property of Cook County Clerk's Office

which such breach must be cored, and (*) that failure to cure such breach on a percent the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale to 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

- 19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 nereof, including, but not limited to, reasonable attorney's fee's; and (d) Borrower takes such action as Lender may reasonably required to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 20. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the ranks of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 heleof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following fudicial sate, Lender in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and menage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be 40 siled first to payment of the costs of management of the Property and collection of rents, including, but not firm ted to receiver's tees, prendums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver ring to be liable to account only for those rents actually received.

- 21. Future Advances. Upon requisit of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with inverest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance hisrawith to protect the security of this Mortgage, exceed the original amount of the Note plus US p —
- 22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

Sie a Vold on

23. Walver of Homestead. Borrower hereby waives all light of homestead exemption in the Property

IN WITNESS WHEREOF, Borrower has executed this Mortgage

		<u> </u>	LO WAR L STANK	<u> </u>
			BANCH A HOPKINE	-Barromer
			JEFFREN JI HOPK INS	-Berrewer
STATE OF IL	LINOIS,	W111	County ss	
ا،	THE UNDERSIGNED		. 8 WARY P	ublic in and for said county and state,
do hereby cer	rtify that <u>SANDRA A HOPK</u>	INS AND JEFFRE	Y H HOPKINS	
		, personally	known to me to be the sai	mo person(s) whose name(s) is (are)
subscribed to	the foregoing instrument, appe	ared belore me this :	lay in person, and knowledg	ed that he (thoy) signed and delivered
	iment as his (their) free and you			orth.
Given ur	nder my hand and official seal, th	nis June 17. 1	992	
My commission	the second secon	~ ,	Manay 2	
	OFFICIAL SEAL NANCY L. MARTIN HOTARY PUBLIC STATE OF ILL " My Commission Senior February !	* }	Janay -	refaces
		,	· ·	<i></i>

PREPARED BY AND RETURN TO: CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION ATTN: FAST TRACK LOAN DEPARTMENT P.O. BOX 127 BLOOMINGTON, JL 61702-0127

Property or Coot County Clert's Office