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92557152

and the for Reporting Date |

MORTGAGE

Loan # 24481

THIS MORTGAGE (Security Instrument') is given on July 28, 1992 REMARD J. FRICK (BY KINDERLY A. FRICK, HUSBAND AND WIFE

. The morigagor is

("Borrower"). This Security Instrument is given to SUR MORIGAGE COPPORATION

which is organized and ocising under the laws of eddress is 1306 NORTH ROSELLE ROAD, SCHAUMBLIEG,

THE STATE OF ILLIHOIS

, and whose

IAUMBURT, TATANOIS 60195

("Lander"). Dorrower owes Londer the principal sum of

mixty-moven thousand and no/100-----

Dollars (U.S. \$

67,000.00

This debt is evidenced by Boriower'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 or, August, 1, 2007

This Security Instrument secures to Lender: (a) the repayment of the debt evidence of 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 florrower) coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in

CXXK

County, Illinois:

177 3 IN HASEMAIN'S ADDITION TO PAIR RIDGE, A SUBDIVISION OF PAIR OF DIXX 2 IN PENNY AND MAECHAN'S SUBDIVISION OF PAIR OF THE SCUTHEAST 174 OF SECTION 26, TOWNSHIP 41 HORTH, RANCE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, ILLINOIS.

DEPT-01 RECORDING

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COOK COUNTY RECORDER

P1N 09-26-405-043 which has the address of Hinory 6006R

314 GRAID BOULEVARD ("Property Address"); PARK RIDGE

|Bireal, Chy|.

ILLINOIS Single Family Fannis MeetFreddie Mee UNIFORM INSTRUMENT

VMFMONTGASE FORMS - 43-3793-8100 - 48001821-7281

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Form 3011 8400

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Property of Cook County Clark's Office

TOGETHER WITH all the intro reports now or because excited on the property not discontents, appurtenances, and fixtures now or hereafter a car of the property All sentences, and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security Instrument is the Property. * | - - - -

HORROWER COVENANTS that Horrower 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. Horrower 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 Lata Charges. Botrower shall properly 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. Finals for Taxes and Insurance, Subject to applicable law or to a written waiver by Londer, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a zum ("Funda") 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; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (f) any some payable by Horrower to Lander, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "fiscrow 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 any require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from thing to time, 12 U.S.C. Section 2601 et seg. ("RBSPA"), unless another law that applies to the Funds sets a lesser amount. If so, Legisler may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may estimate the amount or 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 Horno Loan Bank. Lender shall apply the Punds to pay the liserow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or venifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law parmits 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 proficable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall are be required to pay Borrower any interest or carnings on the Punds. Borrower and Lender may agree in writing, however, that inferest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing errains and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional scaudy for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be hate by applicable law, Lender shall account to Borrowar for this excess Funds in accordance with the requirements of applicable 12.4. If the amount of the Punds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Bossower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrowel 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 hold by Lender. If, under paragraph 21, Lender shall sequire or sell the Property, Ender, prior to the sequisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a cledit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer 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, flurrower shall pay them on time directly to the person owed payment. Recrower 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 hen in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the hen; or (c) secures from the holder of the lien an agreement satisfactory to Lender authordinating 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.

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5. Hazard or Property Insurance, horrower shall keep the improvements now existing or hereafter erected on the Property insured against lost by the lazard included within the term "extended dyearing and any other hazards, including floods or flooding, for which render repaires insurance. This insurance shall be chosen by florower simject to Landar's approval which shall not be unreasonably withheld. If florower fails to maintain coverage described above, Landar may, at Landar's option, obtain coverage to protect Landar's rights in the Property in accordance with paragraph 7.

All insurance policies and renowals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If I ender 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 Dorrower.

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 aunus secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower shandons 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 sum; 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 Lant Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within alxiy days after the execution of this Security Instrument and shall continue to occupy the Property as Burrower's principal residence for at least one year after the data of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhald, or unless extenuating circumstances exist which are legal d florrower's control. Borrower shall not destroy, damage or Impair the Property, allow the Property to deteriorate, in commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is found that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the ben created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 12, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfulure of the Borrower's interest in the Property of other naterial impairment of the hen created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Horrower, during the from application process, gave materially falle or inaccurate information or statements to Lander (or falled to provide Lender with any material information) in connection with the hear evidenced by the Note, including, but not fimited 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 retion 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 Berrower accurred by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be 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 accured 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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in flew of mortgage insurance. Loss reserve

Form 3014 1480

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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 a pour printed by Cender Again becomes contained. Borrower shall pay the premiums required to maintain not pure investigate in affect of a provident one 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

liorrower 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 accured by this Security Instrument, whether or not then due, with any excess paid to Horrower. 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 accured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accured 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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Horrower 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 absended by Borrower, or if, after notice by Lender to Borrower that the condennor offers to make an award or settle a claim for demages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to context 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 dun.

Unless Lender and Borrower o'nerwise 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 I and 2 or change the amount of such payments.

11. Borrower Not Released; Forhourance By Lender Not a Walver. Extension of the time for payment or medification of 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 some 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 walver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Linbillty; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Horrower, 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 Lander and any other Horrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Isole 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 in the 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 florrower. Lender may choose to make this refund by reducing the principal owed under the Nico on by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prejuvment 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 faw 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 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,

Form 3014 1900

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 illustrate in sold or transferred and horrower is not a natural person) without Lender's prior written consent, and then, at its option implies imageling payment in full, of all sums accured 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 Lander exercises this option, Lander 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 falls to pay these sums prior to the expiration of this period, Lander may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Rebistate. If Borrower meets certain conditions, Rorrower 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, metading, but not bounded 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 Horrower's obligation to pay the sums secured by this Security Instrument, Ander's rights in the Property and Horrower, this Security Instrument and the obligations secured hereby shall remain fully affective 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 Inscrument) may be sold one or more times without prior notice to Roscower. A sale may result in a change in the entity (known as the "Loan Servicer") that colleges monthly payments the under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer excellented 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 shows 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. Berrower shall row 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 effecting the Property that is in violation of any Environmental Low. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Ilitardous subrances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Londer written notice of any investigation, claim, damand, Jawsult or other action by any governmental or regulatory agency or private party involving the Properly and any Hazardona 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 Hazardona Substance affecting the Property is necessary, Borrower shall promptly take

all necessity remedial actions in accordance with Environmental Law,

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flaminable or toxic perform products, toxic periodics and herbicides, volatile solvents, materials can siming asbestor or formuldehyde, and endloactive materials. As used in this paragraph 20, "Environmental Law" means tederal 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:

- If Acceleration; Remedies, Lender shall give notice to Horrower prior to acceleration following. Borrower's breach of any covenant or agreement in this Security Instrument (but and prior to acceleration under opingraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to core the default; (c) a date, not less than 30 days from the date the notice is given to floreneer, by which the default must be cared; and (d) that failure to care the default on or before the date specified in the notice may result in acceleration of the amus secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice ahall 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, Lander shall release this Security Instrument without charge to florrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestend. Borrower waives all right of homestead exemption in the Property.

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RECORD AND RETURN TO:

SUN MORTCAVE CORPORATION
1306 NORTH ROSPILE ROAD
SCHAUNBURG, ILLINOIS 60195

24. Riders to this Security Instrument Security Instrument, the covenants and agree the covenants and agree ments of this Security [Check applicable box(es)]	ments of each such rider shall be incorpo	
Adjustable Rate Rider Graduated Payment Rider Bulleon Rider	Condominium Rider Planned Unit Dovelopment Rider Rate Improvement Rider	1-4 Pamily Rider Diwsekly Payment Rider Second Home Rider
L. I V.A. Hider	Cl Other(s) {specify}	
BY SIGNING BELOW, Borrower and recommy rider(s) executed by Borrower and recommenses:		s contained in this Security Instrument and
	Edwid J. FRIO Social Security Nur	
santan, a. (. g. t t.) million i vis annis obbas santanba, asa dalah sala a ka a da kinist mina santan	Social Security Naz	
Social Security Number	(Seal) 351 SO -Bottower Social Security Num	Bottowtt
STATE OF ILLINOIS. COO	Cour , a Notary Public In and	nty se: for said county and mote do hereby certify
ELWARD J. FRICK and KIMDERLA	Y A. FRICK, HUSBAND AND WIFE	(d) man escalw (e) noaver emas ent ed or em
subscribed to the foregoing instrument, appearing and delivered the said instrument as Given under my hand and official scal, to	THEIR free and voluntary act,	knowledged that they for the uses and purposes therein set forth. 1992
My Commission Expires: 3 37 - 51 This Instrument was prepared by: MELISS	Holory Public RA PADIXXXX	<u> </u>
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