## UNOFFICIAL COPY2808306

## COOK COUNTY ILLINOIS FILED FOR RECORD

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(apace A	bove This Line For Recording Data)	<b>~</b>
	MORTGAGE	31
THIS MORTGACE ("Security instrument") is give	The corresponding of the second of the secon	e Mortgagor is
RONALD F. ROSE AND LINDA K		
		("Borrower").
his Security Instrument is given to <u>CHAMP1QN_FE</u> hich is organized [and ) xisting under the laws of <u>U</u>		and whose address
13159 W. 1470D. ST	LOCKPORT IL 80441	("t,ender").
	Y ONE THOUSAND AND NO/100	
Dellars (U.S.\$ 71,000	). This debt is evidenced by B	forrower's note dated the same date
this Security Instrument ("Nute"), which provides for	or moniniy payments, with the full debt, it is rurity instrument secures to Lender: (a) the r	enavment of the debt evidenced by
NOVEMBER 1.2007 This Sec Note, with interest, and all recew.is, extensions a	and modifications of the Note; (b) the paym	nent of all other sums, with interest,
vacced under paragraph 7 to projectibe security of	I this Security Instrument; and (c) the perfort	mance of Borrower's covenants and
reements under this Security Instrument and the	Note. For this purpose, Borrower does here	eby morigage, grant and convey to
ister the following described property to taked in	COOK	County, Illinois
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LOT 2 IN BALEK'S COUNTRY CLUB	SUBDIVISION BEING A SUBDIVIBLE	ON OF LOT 7 IN
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foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant and convey trie 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.

ILLINOIS Single Family Famile blas/Freddie Mae UNIFORM INSTRUMENT

Loan ID: 035-00391660

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Property of Cook County Clerk's Office

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UNIFORM COVENANTS BE

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground cents on the Property, it any, (c) yearly hazard or properly insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, it any, and (t) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of morrgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a tender for a federally rotated mortgage loan may require for Borrower's decrow account unider the laderal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be notd in an institution whose deposits are incured by a tederal agency, instrumentality, or entity (including Lendor, il Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Bottower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Landet in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pleaged as additional security for all sums secured by his Security Instrument.

If the Funds held by Lender except the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Estow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to have up the deliciency. Borrower shall make up the deliciency in no more than twelve monthly payments, at

Lender's sale discretion

Open payment in full of all curic secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lendor if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest

due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges: Llens. Borrower shall pay ail taxns, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold payments of ground rants, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid to the manner, Borrower shall pay them on time directly to the person owed bayment. Berrower shall promptly furnish to Lunder all notic is // 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 the fulfilly over this Security Instrument Unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a mariner acceptable to Lender; (b) contests in good faith the lien by, or detends against enforcement of the lien in, legal proceedings which in the cender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactor to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien with may attain priority over this Security Instrument, Lender may give Electional a riotice identitying the lien. Bottower shall satisfy the lien of take one or more of the actions set forth above within 10 days of the giving of notice

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter elected on the Property insulad against loss by line, instands included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lendor's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lander may, at Lender's or ion, obtain coverage to protect Lander's rights in the

Property in accordance with paragraph 7

All insurance policies and renewals shall be acceptable to Lender and shall including standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly 100 to Lender all receipts of paid premiums and renewal notices in the event of loss, Borrower shall give prompt notice to the insulance carrier and Lender may make proof of

loss if not made promptly by Borrower.

Unless Lunder and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lesselved. If the restoration or repair is economically leasible and Lender's security is not lesselved. If the restoration or repair is economically leasible and Lender's security is not lesselved. economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandor's the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lundar may collect the Insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Snuvity 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.

5 Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrowar's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the iten created by this Security Instrument or Lander's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of proceeding to be dismissed with a ruling that, in Lander's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the illen created by this Security Instrument or Lander's security interest. Borrower could be the control of the illen created by this causing the property or other material impairment of the illen created by this causing the control of the illen created by this ca shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or faited to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the

the 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 transcriptcy, probate, for condemnation or toriellure or to enforce laws or regulations), then Lender may do and pay for whatever is nacessary 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 tien 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.

Borrowers Must Initial ITT Feim 3014 9/90

Any amounts, distributed by Lender under this paragraph 7 shall become additional debt of Bornwer secured by this Security transmined United Bornwer and Lender agree to other terms of payment, these amounts shall beer interest from the date of

disbursament at the Note rate and chall be physhie, with interest, upon notice from Lender to Botrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Sticurity insurance coverage required by Lender lapses or causes to be in effect. 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 causes to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance proviously in effect, and a cost substantially equivalent mortgage. insurance coverage is not available. Borrower shall pay to Lender each morth a sum equal to one-twellth of the yearly moltgage 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 lieu of mortgage insurance. Loss reserve 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 loss 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 Borrowei

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 trieff 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 to, 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 synt of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the implicit of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable to with secured by this Security Instrument whether or not the sums are onco due.

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 wils 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 morthly payments referred to inche agraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance Dy Lender Not a Welver. Extension of the time for payment or modification of amortization of the sums secured by this Sect ity instrument granted by Lender to any successor in interest of Borrower shall not

amortization of the sums secured by this Seculity 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 eluse to extend time for payment or otherwise modily amortization of the sums secured by this Security Instrument by reason of any dim and made by the original Borrower or Borrower's successors in Interest Any torbearance by Lender in exercising any right or remedy.

12. Successors and Assigns Bound; Joint and Seve all 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 so-signing this Security Instrument only to martigage, grant and convey that Borrower's Interest in the Property under the terms of this Security Instrument; (b) is not personally of lipting to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Iorbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's conder to a law which sals maximum finan charges, and that law

13. Loan Charges. If the toan secured by this Security Instrument is subject to a law which sets maximum foan charges, and that law is finally interpreted so that the interest or other toan charges collected c. (i) 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 or by making a direct payment to Borrower. If a refund reduces

principal, the reduction will be treated as a partial prepayment without any prepayment rivarge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be civen 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 " or class mail to Lender's address slated nerein or any other address Lender designates by notice to Borrower. Any notice provider for in this Security Instrument shall be

deemed to neve been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by foderal 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 flote conflicts with applicable law. such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this and 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 Instrumental

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) (will out 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 af the date of this Security Instrument

If Lander 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 Ecrower 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 Reinstate. If Borrower meets cercain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the eather of: (a) 5 days (or such other period as applicable law may specify for reinstatument) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment entercing 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 assure that the lien of this Security Instrument, Lender's tights 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 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 Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the antity (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.

Borrowers Must Initial CITY SEE FINITION

20. Hazardous, Substances, Horrower shall not cause or parmit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Berrower 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

Eggrower 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 remordiation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remediat

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, keroserie, other flammable or toxic petroleum products, toxic pesticides and harbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws of the jurisdiction where the Property is focated that relate to health, safety or unvironmental protuction.

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

- 21. Acceleration: Remedies. Lander 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, foreclorury by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after accularation, 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, Lander at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclow this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the ramy dies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of air sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall play any recordation costs.

23. Walver of Homestead. Borrown waives all right of homestead exemption in the Property. 24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security wis rument as if the rider(s) were a part of this Security Instrument, (Check applicable box(es))

	Adjustable Rate Rider	Condominium	Rider	1.4 F	amily Rider	
	Graduated Payment Rider	Plamer, Unit D	Pevelopment Rider	Biwe	skly Payment Rider	
	Balloon Rider	Rate Improvem	ant Rider	Seco	nd Home Rider	
	Other(s) (specify)		0,			
	SIGNING BELOW, Borrower accuted by Borrower and records	•	ms any covenants contai	ned in this !	Security Instrument	and in any
Witnesses:		10	ovalle (F. V.	) el		(Seal
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		L I NE Soci	DA K. ROSE al Security Number	350 -	10-408	크 Borrower
		(Spean Molest This Line Fo	Ashnowledgment)		/\$c.	
State of	ILLINOIS				Co	
County	WILL	}ss:			CV	
j.	THE UNDERSIGNED		ory Public in and for said	county and	I state, do hereby c , personally	
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	Indiana and a second			Notary Pub	lic	
This instrum	ent was prepared by:CHAM	PION FEDERAL SAVI	NGS AND LOAN	<del></del>		

THE MORTGAGEE CERTIFIES THAT THE FORM AND SUBSTANCE OF THIS DOCUMENT IS THE FORM CURRENTLY IN USE.