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PREPARED BY: C. KOSELL

#### MORTGAGE

THIS HORTOLGS ('S o'rity Instrument') is given on MARCH 10
19 93. The mertgage: ls DENNIS J. HOPPE AND MICHELLE J. HOPPE, HIS WIFE

APX MORTGAGE STRVICES, INC.

('Borrower'). This descrity Instrument is given to , which is organized and existing

under the laws of IILIACIA

415 CREEKSIDE 1977E, PALATINE, IL 60067
ADDITIONED ON THOUSAND AND 00/100

{"Londor"}.

Dollare (1.5.) \*\*\*\*\*\*82,000.00 ). This date is evidenced by Berrower's note dated the same date as this Security Instrument ("Hote"), which provides for monthly payments, with the full date, if not paid earlier, due and payable on APRIL . , 2008 This Security Instrument courses to Lender: (a) the sepayment of the debt evidenced by the Hote, with interest, and all renowals, extensions and modifications; (b) the payment of all other sums, tich interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Corrower's covenants and agreements under this Security Instrument and the Hote. For this purpose, Secretar does hereby portugue, grant and convey to Lender the following described property located in COOK

pley

LOT 42 IN THE IVY HILL II SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 25 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 LYING SOUTH AND WEST OF THE WEST LINE OF WILLOW PLACE UNIT 1 SUBDIVISION, RECORDED JUNE 28, 1979 AS DOCUMENT 27027948, EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE, DEGINING IN THE WEST LINE OF SAID EAST 1/2, 70 FEET MORTH OF THE SOUTH LINE THEREOF; THENCE EAST PARALLE TO THE SOUTH LINE 441.00 FEET; THENCE SOUTH AT RIGHT ANGLES 10 FEET; THENCE EAST PARALLEL TO SAID SOUTH LINE TO THE WEST LINE OF SAID WILLOW PLACE UNIT 1 SUBDIVISION, ALL IN SECTION 17, TOWNSHIP 42 MORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL VARIDIAN, IN COOR COUNTY, ILLIMOIS.

TERMANENT TAX ID. 03-17-418-009

which has the address of 1909 M. BRIGHTON PLACE

('Property Address')

IGHTON PLACE , ARLINGTON I [Street] [Gity] ("Property Addrese");

TOBSTER WITH all the improvements new or hereafter erected on the property, and all examents, appurtuances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be severed by this descrity Instrument. All of the foregoing is referred to in this Security Instrument as the \*Property.\*

SORROWER GOVERANCE that Services is lawfully existed of the satete horeby conveyed and has the sight to martgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Services variants and will defend generally the title to the Property against all plains and domands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by justicalistics to constitute a uniform coverity instrument covering real property.

ILLINOIS -- Single Family--

Fennie MasiFreddie Mae UNIFORM INSTRUMENT Page 1 of 5 Form 3014

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UNIFORM COVENANTS. Berrower and Lender sevenant and agree so follows:

1. PAYMENT OF PRINCIPAL AND INTEREST: PREPAYMENT AND LATE CHARGES. Sorrower shall presptly 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, Degrees shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or ground wests on the Property, if any; (c) yearly hazard or property insurance promiums; (d) yearly flood insurance promiums, if any; (e) yearly mortgage insurance promiums, if any; and (f) any sums payable by Sorrower to Lender, in assertance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance promiums. These items are called "Secret Items. Lender may, at any time, collect and hold Yunda in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Sorrower's escrew account under the federal Real Setate Settlement Procedures Act of 1974 as meaneded from time to time, 12 U.S.C., 2601 et seq. ("RESPA"), unless another law that applies to the Funds cots 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 basic of current data and reasonable estimates of expenditures of future Secrew 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 Home Loan Bank. Lender shall apply the Funds to pay the Bearow Items. Lender by not charge Serrower for holding and applying the Funds, annually analyzing the escrew account, or verifying the Secrew Items, unless Lender pays Serrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender my require Serrower to pay a one-time charge for an independent real estate tax reporting services used by Lender in connection "is", this loan, unless applicable law provides otherwise. Unless us agreement is made or applicable law requires interest to be gird. Lender chall not be required to pay Serrower any interest or carnings on the Funds. Serrower and Lender shall give to Serrower, without charge, an annual accounting of the Finds, showing credits and debits to the Funds and the purpose for which such debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instances.

If the Funds held by Lender excess the amounts permitted to be held by applicable law, Lender shell account to Derrewer 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 Bearew Items when the conting according to the Bearew Items which pay to Lender the amount secessary to take up the deficiency. Borrower shall make up the deficiency is so 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 Sorrows any Punds held by Lender. If, under paragraph 21, Lender shall covuire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender as ir, time of acquisition or sale as a credit against the sums accuracl by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by London under paragraphs 1 and 2 shall be applied: first, to any propayment otarges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; (nd list, to any late charges due under the Note.

4. CHARGES; LIENS. Borrower shall pay all taxes, assurants, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and imposition or ground rents, if any. Berrower shall pay these obligations in the manner provided in paragraph 2, or if not pild in that manner, Berrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to bender 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 menner acceptable to Lender; (b) sentests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (a) secures from the holder of the lien an agreement initiatory 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 11 in. 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. MAZARD OR PROPERTY INSURANCE. Surrower shall keep the improvements now existing or bereafter erected on the Property insured against loss by fire, hasards included within the term "extended coverage" all any other hasards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amoints and for the pariods that Lender requires. The insurance carrier providing the insurance shall be chosen by Sorrower subject to Lender's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, for the may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mar gage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to inter all receipts of paid premiums and renewal notices. In the event of less, Sorrower 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 Surrower etherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damagnd. If the restoration or repair is economically feasible and Lander'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 sums secured by this Security Instrument, whether or not then due, with any excess paid to berrower. If Secretary shandons the Property, or does not answer within 10 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 restors the Property or to pay sums secured by this Security Instrument, whether or not then due. The 10-day period will begin when the notice is given.

Unions Lendor and Sorrower otherwise agree in writing, any application of proceeds to principal shall not extend by peetpone 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 Lendor, Berrower's right to any insurance policies and proceeds resulting from demage
the the property prior to the acquisition shall pass to Lendor to the extent of the sums accured by this Security Instrument
immediately prior to the acquisition.

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7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenante and agreements somtwined in this security instrument, or there is a legal proceeding that may significantly affect lender's sights in the Property (such as a preceding in bankruptcy, probate, for condensation 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 attermy's fees and entering on the Property to make repairs. Although Leader may take action under

this paragraph 7, London does ... have to do so.

Any amounts disbursed by Linker under this paragraph ? shall become additional debt of Berrower secured by this Security Instrument. Unless Serrower and Land's agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and stall be payable, with interest, upon notice from Lander to Berrower requesting payment.

- 8. MORTGAGE INSURANCE. It lander required mortgage insurance as a condition of making the loan secured by this Security Instrument, Sorrower shall pay the premiume required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance deverage realised by Lender lapses or ceases to be in effect. Serrover shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the soat to Borrower of the mortgine insurance previously in effect, from an alternate maitgage insurer approved by Lender. If substantially equivalent mortgage in marker is not available, Borrower shall pay to Lender each menth a sum equal to one-twelfth of the yearly mortgage insurance premium boing paid by Borrower when the insurance ecverage lapsed or ceased to be in effect. Lender will accept, use and lettin these payments as a loss reserve in lieu of mortyage insurance. Loss reserve payments may no longer be required, at the cotton of Lender, if mortgage insurance coverage (in the amount and for the period that Lander requires) provided by an insurer eroroved by Lender again becomes available and is obtained. Serrover shall pay the premiums required to maintain martgage instrance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lenter or applicable law.
- 9, INAPECTION, Leader or its agent may make reasonable enters upon and inspections of the Property. Leader shall give Borrower notice at the time of or prior to an inspection specifying resonable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for dumarany direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveying in lieu of condemnation, are harshy assigned and shall be paid to Lender.

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

If the Property is abandoned by Berrower, or if, after notice by Lender to Borrower that the confiner effers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the dejoche metics is given, Lender is authorised to collect and apply the proceeds, at its option, either to restoration or regain 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 postmone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such mayments.

- 11. BORROWER NOT RELEASED: FORBEARANCE BY LENDER NOT A WAIVER, Extension of the time for payment or medification of amortisation of the sums secured by this Security Instrument granted by Lender to any eurocesor is interest of Sorrover shall not operate to release the liability of the criginal 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 amortisation of the sums secured by this Security Instrument by reason of any demand made by the original Degreese or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or presiude the exercise of any right or remedy.
- 12. SUCCESSORS AND ASSIGNS SOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The governants 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 shell be joint and several. Any Berrower who es-signs this Security Instrument but does not execute the Mete: (a) is co-signing this Security Instrument only to mortgage, grant and posvey that Sorrower'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 (o) agrees that Lender and any other Sorrower may agree to extend, medify, forhear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Bourguer's pop-

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- 13. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which eets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge chall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge chall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge chall be reduced by the amount necessary to reduce the permitted limits will be refunded to Sorrower. Londer may choose to make this refund by reducing the principal count under the Note of My making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.
- 14. NOTICES. Any notice to borrower provided for in this Becarity 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 Londor. Any notice to Londor shall be given by first class mail to Lendor's address stated herein or any other address Lendor designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londor when given as provided in this Barassaph.
- 15. GOVERNING LAW; SEVERABLITY. This Security Instrument shall be governed by federal lew 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 conflicts shall not affect other provisions of this Security Instrument or the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. BORROWER'S OUPY. Berrover shall be given one conformed copy of the Note and of this Security Exetrument.
- 17. THANSPER OF THE PROPERTY OR A SENSPICIAL INTEREST IN SORROWER. If all or any part of the Property or any interest in it is sold or "constarred | or if a beneficial interest in Borrower is sold or transferred and Serrower is not a natural person; without or let'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 or the Security Instrument.
- If Lender exercises this often. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the drin the netics 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.
- 19. SORMOWER'S RIGHT TO REINSTATA.

  If Borrower meets certain conditions, personer shall have the right to have enforcement of this Security Instrument discriminated at any time prior to the earlier of: (a) I days (or such other period as applicable law may specify for reinstatement; )—love sale of the Property pursuant to any power of sale centained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Serrowers (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had constructly (b) course any default of any other unvenants or a querient; (c) pays all expenses incoursed in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fews; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lenders rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue under yet. Upon reinstatement by Sorrower, this Security Instrument and the obligations secured hereby shall remain fully effective (a) in a soccleration had occurred. Nowever, 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 of a partial interest in the Note (together with this Security Instrument) may be cold one or more times without prior notice to arrower. A sale may result in a change in the untity (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 Mote. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with polarizable 14 above and applicable law. The motion will state the name and address of the new Loan Servicer and the address to which payments should be made. The motion will also contain any other information required by applicable law.
- 20. HAZARDOUS SUBSTANCES. Sorrower shall not cause or permit the researce, use, disposal, storage, or release of any Manardous Substances on or in the Property. Borrower shall not do, nor allow expone cles to do, anything effecting the Property that is in violation of any Environmental Law. The preceding two sentence, that not apply to the precedes, use, or storage on the Property of small quantities of Manardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, plaim, domind, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Masardoum Lunstance or Environmental Law of which Borrower has actual knowledge. If Borrower learne, or is notified by any governmental or , gulatory authority, that any removal or other remodiation of any Masardoum Substance effecting the Property is necessary. Borrower shall promptly take all necessary remodial actions in accordance with Environmental Law.

As used in this paragraph 39, "Exercises Substances" are those substances defined as toxic or hyperious substances by Environmental Law and the following substances: gasoline, kerosers, other flammable or toxic petroleu, graduats, texic petrisides and herbicides, volatile colvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

MON-UNIFORM COVENANTS. Surrower and Lender further dovenant and agree as follows:

21. ACCELERATION; REMEDIES. Lender shall give notice to serrower prior to acceleration following Berrower's breach of any devenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 values 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 same secured by this Security Instrument, derecleave by judicial proceeding and cale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the accelerations of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not ourse on ar 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 cellect all exponent inquired in pursuing the remediate provided in this paragraph 2), including, but not limited to, feasonable attemptays foes and nosts of title evidence.

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22. RELEASE, Upon payment of all a Instrument without charge to Derrover. Serrow	uma secured by this decurity instrument, ser shall pay any recordation couts.	tender shall release this Security
		Borrowor and roomsdod together with peretod into and shall smend and
[Check applicable bes(se)].		
(   Adjustable Rate Rider	[ ) Condoninium Ridor	( ) ) - 4 Family Rider
[ ] Graduatud Payment Rider		(   hiweskly Payment Rider
[ ] Saliuen Rider	[ ] Rate Improvement Rider	( ) Record Home Rider
( ) Other(a) (apecify)		
BY SIGNING BELOW, Corrower accepts and any rider(a) ensembed by accesses and recorded	agrees to the terms and sevenants contained with it.	in this documity Instrument and in
Witnesses:	Ib. Ithrana	2
	DENNIS J. HGFFF	335-54-3988
I Mulha	WICHRILLE J. HOPPE OF	351-50-2780
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<b>₹</b>	· C	/#4411
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BOX 333 - TH	Space Solow This Line for Arknowledgment] MAIL TO:	
APX MORTGAGE SERVICE 415 CREEKSIDE DRIVE PALATINE, ILLINOIS 600		
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STATE OF TALLINGIS		0,55
COUNTY OF	} <b>58</b> : }	CO
The foregoing instrument was acknowledged bef	(dete)	0.199.3
MY COMMISSION EXPIRES:	L. DAG	AUDIN (SBAL)
THIS INSTRUMENT WAS PREPARED BY: (	C. KOSELL "OFFICIAL SI V. ABBEY Notery Public, State of My Commission, Carlos	of (Ulacia

Done of Cook Coulding Clark's Office