FIRST CHICAGO NED MORTGAGE COMPANY ATTN: LOAN REVIEW. P.O. BOX 7095 TROY, MI 48007-9869

97979322

T10009 TRAN 0858 12/30/97 11121100 64919 CG M-97-979322 COOK COUNTY RECORDER

PREPARED BY

VALERIE PEARSON 1901 S MEYERS OAKBROOK TERRACE, IL U0181

[Space Above This Line For Recording Data]

MORTGAGE

5536313

THIS MORTUAGE ("Security Instrument") is given on DECEMBER 23, 1997 RALPH J HOPPER AND ALTHEA J HOPPER HUSBAND AND WIFE

. The morigagor is

("Borrower"). This Security Instrument is given to

FIRST CHICAGO NBD MORTGAGE COMPANY.

which is organized and existing under the laws of

THE STATE OF DELAWARE

, and whose

nddress is 900 TOWER DRIVE, TROY, MI 48098

("Lender"). Porrower owes Lender the principal sum of

FORTY EIGHT THOUSAND SIX HUNDRED AND 00/100

49,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lendon (a) the repayment of the debt JANUARY 01, 2013 evidenced 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 Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following describes property located in County, Illinois: CITY OF CHICAGO, COOK

LOT 118 IN MERLO'S RESUBDIVISION OF PARTS OF BLOCKS, CERTAIN LOTS AND VACATED STREETS AND ALLEYS IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MERLO'S RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 20, 1959 AS DOCUMENT NUMBER 1881139.

PERMANENT INDEX NUMBER: 25-17-411-027-0000

which has the address of: 1034 W 110TH STREET, CHICAGO

Illinois

60643

[Zip Code] ("Property Address");

[Street, City],

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3014

VMP MORTGAGE FORMS 1 (800)521-7291

Page 1 of 6

BOX 333-CTI



TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurionances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered

by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full. a sum ("Punds") 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; (c) yearly hazard or property insurance premiums; (d) yearly floxd insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Berow 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 may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 of 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 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 Escrow Items. Lender may not charge Forrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower 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 Lender 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 carnings 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 pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed 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 Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower 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 held by Lender. 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 recredit 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; 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, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

Form 3014 9/90

Initials:

Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewnls. If Lender 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 earrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's 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 see red by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, they Under may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay stime 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 Loan Application; Leasoholds. Borrower shall occupy, establish, and use the Property as Borrower'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 began that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rading that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property of other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement; to Lender (or failed 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 his Security Instrument is on a leasthold, Borrower shall comply with all the provisions of the lease. If Borrower acquitee for 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 coverants and agreements

contained in this Security Instrument, or there is a legal proceeding that may significantly affect Leader's rights in the Property (such as a proceeding in bankruptey, 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 action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortange Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this and 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 more and incurrence neutronals in affect from an alternate substantially activated to the neutronal incurrence neutronals in affect from an alternate premiums required to onem coverage substantially equivalent to me morgage matter previously in effect, at a cost substantially equivalent to the cost to Borrowet of the mortgage insurance previously in effect, from an alternate mortgage insurance insurance common is not annihilate mortgage insurance insurance appropriate to the product of the mortgage insurance insurance common is not annihilated. substantianty equivalent to the cost to borrower of the mortgage insurance previously in ene.; from an attended, mortgage insurance coverage is not available, mortgage insurer approved by Lender. If substantially equivalent mortgage insurance insurance previously in ene.; from an attended insurance coverage is not available, and the substantially equivalent of the source insurance previously in ene.; from an attended insurance previously in ene.; from an attended insurance coverage is not available, and the substantially equivalent mortgage insurance previously in ene.; from an attended insurance previously in ene.; from an attended insurance coverage is not available, and the substantially equivalent mortgage insurance previously in ene.; from an attended insurance coverage is not available, and the substantially equivalent mortgage insurance coverage is not available. mortgage insurer approved by Lender, it substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance much mean these mild by Romower when the increases coverage based or reased to be in affect 1 ander will accept use and retain these mild by Romower when the increases coverage based or reased to be in affect 1 ander will accept use and retain these porrower shall pay to Lender each month a sum equal to one-twenth of the yearly mongage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these parameters are a local second in liquid from a local second in liquid from a local second in the contract of t paid by borrower when the insurance coverage tapsed 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 tables in the amount and for the partial that I and a securing a securing and insurance options. payments as a loss reserve in neu of mongage insurance. Loss reserve payments may no tonger or required, at the option of Lender, if mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer of Lender, if mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer of Lender, if mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer of Lender, if mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer of Lender, if mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer of Lender, if mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer of Lender, if mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer of Lender, if mongage insurance coverage (in the amount and for the period that have the amount and the period that the period that the amount and the period that the period t of Lender, it mongage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain approved by Lender again becomes available and is obtained. Sometimes that the security of the premiums in account of the premium of the provider of the premium of the provider of the premium of the provider of the premium of the premiu approved by Lender again becomes avaitance and is untained, nortower snatt pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in approximate with any written agreement becomes Borrough and I and a standard transligable law.

Transce with any written agreement between Burrower and Lender or appareame taw.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall be approximately a supplied to the inspection of the inspection.

1. Reservoires nation at the time of the mice to an increasion appoints in a supplied to the inspection. accordance with any written agreement between Borrower and Lender or applicable law.

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. portower nonce at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award of the personal of the personal in the of condemnation of the proceeds of the personal of any condemnation. The proceeds of any award of claim for damages, direct of consequential, in connection with early condemnation of the flaking of any part of the Property, of for conveyance in lieu of condemnation, are hereby newland and shall be main to I and as

med and shall be paid to Lender.

In the event of a toly juking of the Property, the proceeds shall be applied to the sums secured by this Security

In the event of a toly juking of the Property, the proceeds shall be applied to the sums secured by this Security

In the event of a toly juking of the Property, the proceeds shall be applied to the sums secured by this Security

In the event of a toly juking of the Property, the proceeds shall be applied to the sums secured by this Security In the event of a tour taking of the Property, the proceeds shall be applied to the sums secured by this Property in 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 falls much to be about to be abo instrument, whether or not one) que, with any excess para to morrower, in the event of a partial taking of the respectly in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the which the fair market value of the Property immediately before the taking is equal to or greater and t ender otherwise around in an arrangement by their Contract to the market before the taking in the law of the property immediately before the taking in the contract and the ender otherwise around in the property which the thir share value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in sums secured by this Security indimmediately before the taking, unless Borrower and Lender otherwise agree in unding the share the same secured by this Security indimmediately before the taking, unless Borrower and Lender otherwise agree in unding the share the amount of the property individual because the same secured by this Security individual because the same secured by the same secured by this Security individual because the same secured by the same secu ussigned and shall be paid to Lender. sums secured by this security maintenant immediately refere the taking, unless norrower and Lender outerwise agree in writing, the sums secured by this country instrument shall be reduced by the unions of the fair makes following fractions for the fr wrung, me sums secured by this Security instrument shall be reduced by the taking, divided by (b) the fair market following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market pulsar of the December In the number of the taking. Any belonce chall be said to Resecutor In the number of the taking of the December Immediately before the taking and the number of the taking the taking and the said to Resecutor. concowing interiors (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Burnwer. In the event of a partial value of the Property immediately before the taking. Any balance shall be paid to Burnwer, the taking is loss than the taking of the Property immediately before the taking of the Property in which the value of the properly immediately before the taking. Any paramee shall be paid to morrower, in the event of a parametric of the Properly in which the fair market value of the Properly immediately before the taking is less than the amount of the properly in which the fair market value of the Properly in which the fair market value of the properly in which the properly in which the properly in which the properly in the properl many of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or amount of the sums secured by this Security Instrument unless annihilable has otherwise provided. The processes what he applied to the same secured by this Security Instrument amount of the sums secured immediately refere the taking, unless Borrower and Lender otherwise agree in writing of unless applicable him otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether are not the sums are then then

ther or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor of the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor of the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor of the property is abandoned by Borrower, or if the property is about the property is about the property in the property is about ti the property is anamuoned by isotrower, or it, after nonce by Lender to Dorrower that the condemner of the finish in respond to Lender within 30 days after the date the motion is award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the motion is award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the motion of the Dorrower transfer of the D whether or not the sums are then due.

make an award or settle a commuter damages, more, were mass 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 for the summer sequenced by this Southern Instrument substitute and the summer sequenced by this Southern Instrument. une sums secured by this accuracy instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in which; any application of proceeds to principal shall not extend or
Unless Lender and Borrower otherwise agree in which; any application of proceeds to principal shall not extend or
Unless Lender and Borrower otherwise agree in which is an accurately to any a duman the assessment of the monthly maximum to be a secure of the monthl or to the sums secured by this Security Instrument, whisher or not then due.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such nents.

II. Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time for payment or its Borrower Not Rejeased; Forbearance By Lende: Not a Waiver, Extension of the time supplies the state of the supplies of the supplie

modification of amortization of the sums secured by this Security historical Resonance of Resonance in interest of Resonance shall not assessed to making the amortization of the sums secured by this Security historical Resonance of Resonance shall not assessed to making the amortization of the sums of the sum of the amortization of the sum of the sum of the amortization of the sum o modification of amortzation of the sums secured by this security instrument grained 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 interest of Borrower shall not operate to release the liability of the original Borrower or interest the restline to any analysis and allowers to interest the restline to any successor in the security in th interest of norrower shall not operate to recourse the manifest of mineral of refuse to extend time for Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for narrower shall not be required to commence proceedings against any successor in interest to measure the manifest of the same encount by the Committee treatment by measure and the same encount by the committee and the same encount by the committee and the same encount by the comment of the same encount by the comment of the same encount of the s Denote some not no required to commence proceedings against any successor in interest of refuse to extend linic for physical of otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical of otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand physical or otherwise modify amortization of the sum of the sum of the sum of the security of the sum of the security of the sec physical or otherwise modify amortization of the sums secured by the original Borrower's successors in interest. Any indicatance by Lender in exercising any right assumed what not here summers of modified the available of any sight as summers. payments.

medy shull halbe a waiver of or preclude the exercise of any right of remarks. The covenants and agreements in 12. Successors and Assigns Bound; Joint and Several Liability; Co-stoners. The covenants and agreements in the 12. Successors and Assigns Bound; Joint and Several Liability; Co-stoners. The covenants and agreements in the substance of the covenants and agreements in the covenants and agreements in the covenants. this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the successors and assigns of Lender and Borrower, subject to the successors and assigns of Lender and Resource of the successors and assigns of Lender and Resource of the Resource of the Successors and assigns of Lender and Resource of the or remedy shall not be a waiver of or preclude the exercise of any right or remedy. uns security instrument shall nine and ochert 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 white contributions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower white contributions of paragraph 17. Borrower's covenants and agreements shall be joint and several. provisions of paragraph 17, isotrower's covenants and agreements shall be found as several. Any isotrower wisico-significant for paragraph 17, isotrower's covenants and agreements shall be Security Instituted but does not execute the Note: (a) is co-signing this Security Instituted but does not execute the Note: (a) is co-signing this Security Instituted but does not execute the Note: (b) is co-signing this Security Instituted but does not execute the Note: (a) is co-signing this Security Instituted but does not execute the Note: (b) is co-signing this Security Instituted but does not execute the Note: (a) is co-signing this Security Institute that the note is the Period of the Security Institute that the Security Institute the Note: (b) is co-signing this Security Institute that the note is the Security Institute that the note is the Note: (b) is co-signing this Security Institute that the note is the Note: (c) is co-signing this Security Institute that the note is the Note: (d) is co-signing this Security Institute that the note is the Note: (e) is co-signing this Security Institute that the note is the Note: (e) is co-signing this Security Institute that the note is the Note: (e) is co-signing this Security Institute that the note is the Note: (e) is co-signing this Security Institute that the note is und security instrument but does not execute the property under the terms of this Security instrument; (b) is not personal and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personal and convey that Borrower's interest in the Property under the terms of this Security instrument, and (c) narrow that I make and not color to the same observed by this Security instrument and (c) narrow that I make and not color to the same observed by this Security instrument. und convey that isotrower's interest in the property under the terms of this security assistance and my other Borrower in obligated to pay the sums secured by this Security Instrument; and (c) agrees that Leither and my other homeometric the tames are secured by this Security Instrument; and (c) agrees that Leither and the tames are secured by this Security Instrument; and (c) agrees that Leither and the tames are secured by this Security Instrument; and (c) agrees that Leither and my other Borrower in the sums secured by this Security Instrument; and (c) agrees that Leither and my other Borrower in the sums secured by this Security Instrument; and (c) agrees that Leither and my other Borrower in the sums secured by this Security Instrument; and (c) agrees that Leither and my other Borrower in the sums secured by this Security Instrument; and (c) agrees that Leither and the sums secured by this Security Instrument; and (c) agrees that Leither and the sums secured by this Security Instrument; and (c) agrees that Leither and the sums secured by this Security Instrument; and (c) agrees that Leither and the sums secured by this Security Instrument; and (c) agrees that Leither and the sum of the omigated to pay the sums secured by this Security instrument; and (c) agrees that Lenger and my other isomower may be agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or Nata attributed that Brancations's accommodations. William multiplicate a consent.

13. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum has a loan charges. If the loan secured by this security Instrument is subject to a law which sets maximum has a large that the contract of the contract of the contract of the large that the large t

charges, and that law is finally interpreted so that the interest or other loss charges dealt he make the control of the contr connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amendment of which the loan exceed the permitted limits, then: (b) any such loan charge shall be reduced by the amendment of the loan exceed the permitted limits, and the accordance alternate evaluated from Recognize to the assertion limits and the accordance action to the absence to the assertion limits and the accordance action to the absence to the assertion limits. connection with the four exceed the permitted limits, then: (a) any such four charge shall be reduced by the dischessery to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower the reducing the reducin Note without that Borrower's consent. necessary to reduce the entire to the permitted timit; and (a) my sums arready confected from nonrower which except the principal to permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal permitted limits will be refunded to Borrower. Lender may choose to make this refund the production will be remarked to Borrower. permitted minus will be retunded to Borrower, Lender may choose to make this retund by reducing the principal of under the Note of by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated under the Note of by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated under the Note.

the first class mail indeed medicable has required to a another method. The entire class has discussed mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed partial prepayment without any prepayment charge under the Note. maning it by first class man unless applicable law requires use of another method. The notice shall be given properly Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given properly Address of any other address Borrower designates by notice to Lender.

-SRIIL) (8408)

9000 4 til 5

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 law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender expresses this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

any remedies permitted of this Security Instrument without further notice or demand on Borrower.

18. Borrower's Kigot: 10 Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note 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 lin ited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apriy 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 entity (known as the "Loan Servicer") that collects monthly payments show 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 la v.

20. Hazardous Substances. Borrower shall not 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 any one 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand. Levauit or other action by any governmental or regulatory agency or private party involving the Property and any Apzordous 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 Hazardous Substance affecting the Property is

necessary, Borrower shall promptly take all necessary remedial 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, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, 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.

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

21. Acceleration; Remedies. Lender 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

Form 3014 9/90

Inilia la Col

specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale 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 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, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

	\sim
でいって	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 Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable occa(es)] Adjustable Rate Rider Condominium Rider 1-4 Family Rider
からか	Graduated Payment Rider Balloon Rider V.A. Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify] Biweekly Payment Rider Second Home Rider
	BY SIGNING BELOW, Borrower accepts and igrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses:
	(Scal)
	RALES J HOPPER . Borrower
	Allhean Hopper (Scal)
	ALTHEA J MOFPER -Borrower
	(Scal)
	-Borrower -Borrower
e de la companya de l	STATE OF ILLINOIS, County ss:
•	1, "The Understand", a Notary Public in and for said county and state do hereby certify that RALPH J HOPPER AND WIPE ALTHEA J HOPPER HUSBAND AND WIPE
	, personally known to me to be the same person(s) whose
	name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
4	he consigned and delivered the said instrument as therein set forth. "OFFICIAL SEAL" Oliven under my hand and official seal Objecting PROMABILY day of DECEMBER . 2997
	Notary Public, State of Illinois
	My Commission Expires: My Commission Expires 4/27/08 () () () () () () () () () (
	This instrument was prepared by: VALERIE PEARSON Form 3014 9/80 B536313