WHEN RECORDED, RETURN TO:

FIRST CHICAGO WID HORTZAGE COMPANY

ATTM: LOAM REVIEW.

P.O. BOX 7095

48607-9869

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DEFT-01 PECOSDING

EXPARED BY:

A KOSOGOF

PIELD RD, DEERFIELD, IL 60015

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MORTGAGE

0102285

THIS MORTGAGE ("Security Instrument") is given on MARCH 07, 1997 MARY J CUMPERSON AND SARAH R CUMPERSON HUSBAND AND WIFE

. The mortgagor is

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

VIDER CHICAGO HED HORTGAGE COMPANY.

which is organized and existing under the laws of

and whose

address is 900 TOKER DREVE, TROY, MI 48098

("Lender") Borrower owes Lender the principal sum of

OME MUNDESD SIGHTY FOUR THOUSAND FIVE HUNDRED AND 00/10/

184,500.00). This debt is evidenced by Borrower's 100 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 Lender: (a) the repayment of the debt APRIL 01, 2027 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 rad the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Spunty, Illinois: VILLAGE OF PARK RIDGE, COOK

LOT 15 IN PRUERBORN AND KLODE'S SECOND KIN STREET ADDITION TO PARK RIDGE, BRING A SUBDIVISION OF LOT 6 IN CHRISTIAN GRUPE'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 41 MORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

09-26-305-012-0000

which has the address of: 303 N WESTERN AVENUE, PARK RIDGE

Illinois

6006\$

[Zip Code] ("Property Address");

[Street, City],

KLUNOIS-Single Family-FRIMA/FHILMC UNIFORM

ATTORNEY'S NATIONAL TITLE METWORK CHICAGO, IL 60602



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

usity 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 lyage, great and convey the Property and that the Property is unencumbered, except for encumbrances of record. were warrants and will defend generally the title to the Property against all claims and demands, subject to any es of record.

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

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

UNIPORM COVENANTS. Borrough and Laterest; Propayment 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 Tusses 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 leasthold payments of a cound rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly fluod insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lander, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Boy on Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for effecteally related mortgage loan may require for Borrower's escrow account under the fedical Real Estate Settlement Programes Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RISSPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expreditures of future Escrow Items or otherwise in accordance with applicable

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (incheding Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Bacrow Items. Lander may not charge Borrower for holding and applying the Funds, annually analyzing the esciow account, or verifying the Escrow Items, unless tracker pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender hay require Borrower to pay a one-time charge for an dispendent 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 Bustower any interest or carnings on the Funds. Borrower and Levier may agree in writing, however, that interest shall be juild on the Funds. Lender shall give to Botrower, without charge, 21 gamual 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 Pends 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 is v. If the amount of the Funds held by Lander at any time is not sufficient to pay the Escrow Items when due, Lender may supported Borrower in writing, and, in such case Borrower shall pay to Lander 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 a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received to 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.

A. 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. Bonower 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 his paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lies by, or defends against enforcement of the lies 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

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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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in 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 Lenker again becomes available and is obtained. Borrower shall pay the premiums required to maintain morigage 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 Borrower 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 Aptal 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 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 the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total arount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shell 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 otherwise agree in writing of unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is 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, Borrover feils 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such

payments.

11. Borrower Not Released; Forbearance By Lender Not & Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and corrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Jorrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (f) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other convert may agree to extend, modify, forhear or make any accommodations with regard to the terms of this Security Instrument or the

Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to 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 charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

ted. In Lander determines that any part of the Property is subject to a

seity over this decurity instrument, Lender may give Borrower a notice identifying the lien. all satisfy the lien or tales one or more of the actions set forth above within 10 days of the giving of

ed at Property Insurance. Bostower shall keep the improvements now existing or hereafter erected on the net loss by fire, houseds included within the term "extended coverage" and any other hazards, ing floods or flooding, for which Lander requires insurance. This insurance shall be maintained in the amounts and r this periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to under a approval which shall not be unreasountly withheld. If Horrower fails to maintain coverage described above, this may, at Land at's option, obtain coverage to protect Lander's rights in the Property in accordance with puragraph

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 renewals. If Lender requires, Borrower shall promptly give to Lender all priceists of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

into currier and Lender. Lender may make proof of loss if not made promptly by Borrower.

as Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of this Property duraged if the restoration or repair is economically fessible and Lender's security is not lessened. If the mulica or supair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be as several by this Security Instrument, whether or not then due, with any excess paid to Borrower. If nower sharedone the Proverty, or does not answer within 30 days a notice from Lender that the insurance carrier has used to settle a claim, that ander may collect the insurance proceeds. Lender may use the proceeds to repair or pie the Property or to pay such a sured by this Security Instrument, whether or not then due. The 30-day period will

adar and Borrower concruies agree in writing, any application of proceeds to principal shall not extend or **osticine the date of the monthly pay** me by referred to in paragraphs 1 and 2 or change the amount of the payments. If agraph 21 the Property is acquired by I ader, Borrower's right to any insurance policies and proceeds resulting to the Property prior to the accuration shall pass to Londer to the extent of the sums secured by this

neity instrument immediately prior to the acqui abon.

Germanney, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; conswer shall occupy, establish, and use & Property as Borrower's principal residence within sixty days the ensembles of this Security Instrument and shall continue to occupy the Property as Borrower's principal making for at least one year after the date of occupancy, unless I ender otherwise agrees in writing, which consent shall not in unsuspensibly withheld, or unless extenuating circumstance exist which are beyond Borrower's control. Borrower half not duction, 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, whater civil or criminal, is begun that in Lender's pool faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this lectrity instrument or Lender's security interest. Bostower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith ation, precludes forfeiture of the Borrower's interest in the Property of ther material impairment of the lien cavaled by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the ken application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any meterial 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 lesschold, Bottower shall comply with all the provisions of the lesse. If Bottower acquire's feetitle to the Property, the leasthold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Leader's Rights in the Property. If Borrower fails to perform the covering and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lendar's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations). then Lender may so and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. London's actions may include paying any sums secured by a lien which has priority over this Security

histrament, 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 Those the date of districtionest at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

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in laserance. If Lender required mortgage insurance as a condition of making the loan secured by this coulty instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any men, the mortgage immunace coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the

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 Exterest 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. Inowever, 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 exercises this option, Lender shall give Borrewer 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 by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to 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 limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of his 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 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 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 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.

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. Horrower shall not do, nor allow corrone 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 invisuit or other action by any governmental or regulatory agency or private party involving the Property and any Higherdous 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 Environment (U)w.

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, keresene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing ashestos or formaldehyde, and radioactives 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 & Borrower prior to acceleration following/I 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



specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial persecting and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to seast in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to assistantian and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, using require immediate payment in full of all same secured by this Security Instrument without further demand and may foreclosure this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in purishing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this accelerate.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument charge to Borrower. Borrower shall pay any recordation costs.

23. Walver of Homestand. Borrower waives all right of homestead exemption in the Property.

Adjustable Rate Rider Condomini Graduated Payment Rider Planned Un	thank such rider shall be incorporated into and shall amend and the such such such as if the rider(s) were a part of this Security turn Rider and Rider art Development Rider Biweekly Payment Rider
Balloon Rider Rate Impro	wernent Rider Second Home Rider
BY SIGNING BELOW, Borrower accepts and agreement and in any rider(s) executed by Borrower and re-	to the terms and covenants contained in this Securit
Disputed and its any river(s) executed by Borlower and to	Will In
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tily that states of sometiment and	•
MM & CONDESSON EDSEADD AND WIFE	
	, personally known to me to be the same person(s) who
me(s) subscribed to the foregoing instrument, appeared to signed and delivered the said instrument as	free and voluntary act, for the uses and purpose
AMILIANIONE), "OFFICIAL CEVI"	
Angelika K. Antonezyk Notary Public. State of fillia	
Communico Expires: \$ 149 Commission Exp. 05/107	With the Contract of the Contr
is Instrument was propered by: ALEXANDRA ROS	

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