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COOK COUNTY CLERK'S OFFICE  
MARCH 11 1998

RECORD AND RETURN TO:  
NORTH SHORE COMMUNITY BANK

1145 WILMETTE AVENUE  
WILMETTE, ILLINOIS 60091

Prepared by:  
KIM GERLITZ  
WILMETTE, IL 60091

31296445

7713463/98018935 MORTGAGE

(674)

(10)

THIS MORTGAGE ("Security Instrument") is given on MARCH 11, 1998 . The mortgagor is STEPHEN L. THOMPSON AND KAREN H. THOMPSON, HUSBAND AND WIFE, AS JOINT TENANTS AS TO AN UNDIVIDED 1/2 INTEREST AND ROBERT G. THOMPSON AND DOROTHY A. THOMPSON, HIS WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 1/2 INTEREST. ("Borrower"). This Security Instrument is given to NORTH SHORE COMMUNITY BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 1145 WILMETTE AVENUE WILMETTE, ILLINOIS 60091

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

SEVENTY FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 75,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2028 . This Security Instrument secures to Lender: (a) the repayment of the debt 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 described property located in COOK County, Illinois:

LOT 6 IN BLOCK 3 IN MC CANNEY'S ADDITION TO WILMETTE, BEING A SUBDIVISION OF THAT PART OF LOTS 10 TO 13 OF A SUBDIVISION OF LEXTER'S SHARE OF THE SOUTH SECTION OF QUILMETTE RESERVATION LYING ON THE NORTHEASTERLY SIDE OF THE HIGHWAY KNOWN AS GROSS POINT AVENUE IN SECTION 34, TOWNSHIP 62 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-34-302-006-0000

Parcel ID #:

which has the address of 242 WOOD COURT , WILMETTE  
Illinois 60091

Street, City ,

Zip Code ("Property Address");

ILLINOIS Single Family FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 8/00  
Amended 8/00

Page 1 of 1

VHP MORTGAGE FORMS - (800)821-7231

DPS 1089

BOX 333-CTI

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Form 3014 9/90 Page 2 of 6 Page No. 0001

DS 1090

BORROWER shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the amount secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien being sold or discharged in accordance with the terms of this Note; or (c) agrees from time to time in writing to Lender's substitution of another holder of the lien.

(f) Borrower makes these payments directly to Lender reciting the priority over this Security Instrument.

(g) Borrower shall promptly pay all amounts due under this instrument to Lender under this paragraph if the payment is made by mail to the address provided in paragraph 2, or if not paid in that manner, Borrower shall pay when due under this paragraph in the manner provided in this Security Instrument, and thereafter shall pay which may otherwise become due under this paragraph if any other method of payment becomes available to Lender.

4. Changes: Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions whatsoever to the property until paid.

5. Interest due: Fourth, to principal due; and last, to any late charge due under the Note.

6. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraph 2:

(a) shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

(b) shall be applied to any late charge due under the Note; third, to any taxes, assessments, charges, fees and impositions.

(c) shall be applied to the principal due under the Note; fourth, to any other amounts.

(d) shall be applied to the principal due under the Note; fifth, to any amounts received by Lender held by him.

(e) shall be applied to the principal due under the Note; sixth, to any amounts received by Lender held by him.

(f) shall be applied to the principal due under the Note; seventh, to any amounts received by Lender held by him.

(g) shall be applied to the principal due under the Note; eighth, to any amounts received by Lender held by him.

(h) shall be applied to the principal due under the Note; ninth, to any amounts received by Lender held by him.

(i) shall be applied to the principal due under the Note; tenth, to any amounts received by Lender held by him.

(j) shall be applied to the principal due under the Note; eleventh, to any amounts received by Lender held by him.

(k) shall be applied to the principal due under the Note; twelfth, to any amounts received by Lender held by him.

(l) shall be applied to the principal due under the Note; thirteenth, to any amounts received by Lender held by him.

(m) shall be applied to the principal due under the Note; fourteenth, to any amounts received by Lender held by him.

(n) shall be applied to the principal due under the Note; fifteenth, to any amounts received by Lender held by him.

(o) shall be applied to the principal due under the Note; sixteenth, to any amounts received by Lender held by him.

(p) shall be applied to the principal due under the Note; seventeenth, to any amounts received by Lender held by him.

(q) shall be applied to the principal due under the Note; eighteenth, to any amounts received by Lender held by him.

(r) shall be applied to the principal due under the Note; nineteenth, to any amounts received by Lender held by him.

(s) shall be applied to the principal due under the Note; twentieth, to any amounts received by Lender held by him.

(t) shall be applied to the principal due under the Note; twenty-first, to any amounts received by Lender held by him.

(u) shall be applied to the principal due under the Note; twenty-second, to any amounts received by Lender held by him.

(v) shall be applied to the principal due under the Note; twenty-third, to any amounts received by Lender held by him.

(w) shall be applied to the principal due under the Note; twenty-fourth, to any amounts received by Lender held by him.

(x) shall be applied to the principal due under the Note; twenty-fifth, to any amounts received by Lender held by him.

(y) shall be applied to the principal due under the Note; twenty-sixth, to any amounts received by Lender held by him.

(z) shall be applied to the principal due under the Note; twenty-seventh, to any amounts received by Lender held by him.

(aa) shall be applied to the principal due under the Note; twenty-eighth, to any amounts received by Lender held by him.

(bb) shall be applied to the principal due under the Note; twenty-ninth, to any amounts received by Lender held by him.

(cc) shall be applied to the principal due under the Note; thirtieth, to any amounts received by Lender held by him.

(dd) shall be applied to the principal due under the Note; thirty-first, to any amounts received by Lender held by him.

(ee) shall be applied to the principal due under the Note; thirty-second, to any amounts received by Lender held by him.

(ff) shall be applied to the principal due under the Note; thirty-third, to any amounts received by Lender held by him.

(gg) shall be applied to the principal due under the Note; thirty-fourth, to any amounts received by Lender held by him.

(hh) shall be applied to the principal due under the Note; thirty-fifth, to any amounts received by Lender held by him.

(ii) shall be applied to the principal due under the Note; thirty-sixth, to any amounts received by Lender held by him.

(jj) shall be applied to the principal due under the Note; thirty-seventh, to any amounts received by Lender held by him.

(kk) shall be applied to the principal due under the Note; thirty-eighth, to any amounts received by Lender held by him.

(ll) shall be applied to the principal due under the Note; thirty-ninth, to any amounts received by Lender held by him.

(mm) shall be applied to the principal due under the Note; forty, to any amounts received by Lender held by him.

(nn) shall be applied to the principal due under the Note; forty-first, to any amounts received by Lender held by him.

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this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**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 fails 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 7.

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 receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by 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 secured 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, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums 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; Leaseholds.** 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 begun 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 ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or 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 statements 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 this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take 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. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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

14. Notice to charge under the Note.

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 loan exceed the permitted limits, then: (a) any such loan charge shall be reduced or to be collected in connection with the loan that is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan and that loan is secured by this Security Instrument is subject to all laws which set a maximum loan charges.

15. Lender's Charge. If the loan secured by this Security Instrument is subject to all laws which set a maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

Borrower's interest in this Property under the terms of this Security Instrument; and (c) agrees that Lender will only collect Borrower may agree to extend, modify, forgive or forgive a portion of this Security Instrument only to pay the sums due under this Note; (d) is co-signing this Security Instrument only to satisfy, furnish and convey this Security instrument but does not affect the interest or other loan charge collected or to be collected in connection with the loan and that loan is secured by this Security Instrument who co-signs this Security instrument.

Particulars of the sums secured by this Security Instrument granted by Lender and Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security Instrument.

16. Borrower Not Released; Right of Setoff; Co-signers. The successors and assigns of this Security Instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

exercise of any right or remedy.

Unless Lender in interest. Any collection in exercising any right or remedy shall not be a waiver of or preclude the exercise of any security interest by Lender in favor of the original Borrower or Borrower's heirs or executors in interest of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's heirs or executors in interest of the original Borrower or Borrower's heirs or executors in interest of Borrower shall not be required to release the liability of the original Borrower or Borrower's heirs or executors in interest of Borrower shall not affect the interest or other loan charge collected or to be collected in connection with the loan for payment of any modification of the Security Instrument.

17. Borrower Not Paid to Lender Note. However, Extension of the time for filing of such proceedings.

If the property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect any amount of the property or repair of the property or to the sums due.

If the property is abandoned by Borrower or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect any amount of the property or repair of the property or to the sums due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

exercise of any right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

exercise of any right or remedy.

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 due, with any excess paid to Borrower, in the event of a partial taking of the property in which the property or not due, whether or not due, the proceeds shall be applied to the sums due.

Condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower, notice at the time of or prior to an inspection specifically regarding cause for the inspection.

9. Inspection. Lender or his agent may make reasonable examinations upon and inspections of the property. Lender shall give

Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for insurance that Lender approves by an insurer approved by Lender, if mortgagor becomes unavailable and is obtained, Borrower shall pay

any longer he requires, at the option of Lender, if mortgagor becomes unavailable and is obtained, Lender shall pay

be in effect, Lender will accept, use and retain these payments being paid by Borrower when the insurance coverage (in the amount and for the period

as) available of the year) mortgagor insurable insurance coverage is not available, Borrower shall pay to Lender each approved by Lender. If

cost to Borrower of the mortgage insurance premium being paid by Lender to Lender each approved by Lender. If

obtain coverage subsisting entirely equivalent to the mortgage insurance previously in effect, at a cost substantially less than to the

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Form 301A Q/00  
2/9/99

Page 6 of 6

FBI - WILMINGTON

of my government or agreement in this Security Instrument (but not prior to acceleration under provision 17) unless  
21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration to follow the procedure set forth in  
NON-UNIFORM COVENANTS. Borrower and Lender further agree that it follows:

relative to herself, safety or availability of property.

of this paragraph 20, "Acceleration Law," which federal laws and laws of the jurisdiction where the Property is located that  
pertaining and herself, unless otherwise specified, notwithstanding provisions to the contrary in any lease, rental, assignment or  
any other instrument law and this following subsections or form default remedy. As used in  
any transaction between Lender and the parties herein, "security interest" or "lien" shall mean  
any interest or claim in property held by Lender under written notice of any nonpayment of any indebtedness held  
by Lender.

any nonpayment or failure to make payment of any instrument issued by Borrower, or is nonpaid by any  
Borrower in regularity and timely manner or payment partly available to the Proprietary and any  
Borrower shall promptly give Lender written notice of any nonpayment by any  
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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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.

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 box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Robert G. Thompson*  
ROBERT G. THOMPSON

*Dorothy A. Thompson*  
DOROTHY A. THOMPSON

*Karen H. Thompson*  
KAREN H. THOMPSON

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS, COOK

I, a Notary Public in and for said county and state do hereby certify  
that

STEPHEN L. THOMPSON AND KAREN H. THOMPSON, HUSBAND AND WIFE *Stephen G. Thompson*

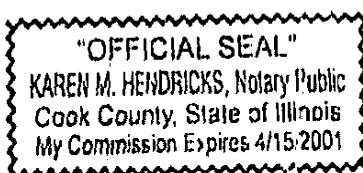
*Dorothy A. Thompson*, personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11

day of *March*, 1998.

My Commission Expires:



Notary Public