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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 22, 1988. The mortgagor is KEITH E. MANION and VERONICA A. MANION, his wife ("Borrower"). This Security Instrument is given to CONSTITUTION MORTGAGE CORPORATION, which is organized and existing under the laws of the State of Illinois, and whose address is 500 Hunter Drive, Oak Brook, Illinois 60521 ("Lender"). Borrower owes Lender the principal sum of SIXTY-SIX THOUSAND EIGHT HUNDRED AND NO/1.00 Dollars (U.S. \$ 66,800.00). 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, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 32 in Block 18 in Eve's and Knight's South Oak Park Subdivision of Blocks 18 and 19, in the Subdivision of Section 19, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 1333 Maple Avenue [Street] Berwyn [City],
Illinois 60402 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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.

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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 ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. 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 the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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 owing 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.

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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the 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 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 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.

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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have and determine all Security Instruments discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for remissation; or (b) 5 days (or such other period as applicable law may specify) for removal of a judgment puruant to any power of sale contained in this instrument. Borrower shall have the right to remove this Security Instrument to any power of sale contained in this instrument before sale of the property puruant to this Security Instrument. Those conditions are the following:
 Securities held under all sums which were due under this Security Instrument and the Note had no acceleration occurred; (d) carries any debt out of any other accounts or agreeements; (e) pays all expenses incurred in enforcing this agreement; (f) has a deficiency judgment, including, but not limited to, reasonable attorney fees, and (g) takes such action as Lender may designate to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's responsibilities regarding payment of the loan of this Security Instrument, shall remain fully effective as if no acceleration had been taken by Lender.

If Lender shall provide a period of acceleration, the notice 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 by this Security Instrument without further notice or demand of Borrower.

27. 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 law.

which can be given effect without the contingencies provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. Any provision of this Security Instrument that is held illegal or unenforceable by a court of competent jurisdiction in any jurisdiction in which the Property is located, in the event that any provision of this Security Instrument is held illegal or unenforceable, such provision shall not affect other provisions of this Security Instrument or the Note and the Note will still apply.

15. *Exclusionary measures* – A provision of the Note of this Section limiting the application of the instrument to specific categories of persons.

16. *Notes* – Any notice to borrowers provided for in this Section may be given by delivery or by

12. Loan Charges. If the loan secured by the security instrument is subject to a law which sets maximum loan charges, and that law is fairly interpreted so that the debtor is entitled to other loan charges collected or to be collected in connection with the loan, such loan charges shall be reduced to the amount permitted by law.

11. Successors and Assigns; Pounds; 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 Borrower, subject to the provisions of paragraph 17. Borrower's successors and assigns shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to the successors and assigns of Lender and Borrower, subject to the terms and conditions of paragraph 17. Borrower's successors and assigns shall be liable to the successors and assigns of Lender and Borrower, subject to the terms and conditions of this Security Instrument.

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

10. Borrower Not Responsible For Late Payment. Extension of the time for payment of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Responsible For Late Payment. Extension of the time for payment of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

12. Borrower shall not be liable to pay interest on the unpaid balance of the sum secured by the security instrument if the payment of the principal sum is delayed because of the non-delivery of the original Borrower's Successor in Interest or Successors in Interest's failure to make payment of the principal sum to the Lender in accordance with the terms of the security instrument.

13. Borrower shall not be liable to pay interest on the unpaid balance of the sum secured by the security instrument if the payment of the principal sum is delayed because of the non-delivery of the original Borrower's Successor in Interest or Successors in Interest's failure to make payment of the principal sum to the Lender in accordance with the terms of the security instrument.

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17. Borrower shall not be liable to pay interest on the unpaid balance of the sum secured by the security instrument if the payment of the principal sum is delayed because of the non-delivery of the original Borrower's Successor in Interest or Successors in Interest's failure to make payment of the principal sum to the Lender in accordance with the terms of the security instrument.

18. Borrower shall not be liable to pay interest on the unpaid balance of the sum secured by the security instrument if the payment of the principal sum is delayed because of the non-delivery of the original Borrower's Successor in Interest or Successors in Interest's failure to make payment of the principal sum to the Lender in accordance with the terms of the security instrument.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this security unless otherwise agreed in writing. In the event of a partial taking of the Property, the proceeds paid to Borrower, in the amount of the principal taken, shall be multiplied by the following fraction: (a) the total amount of the sums secured by the amount of the proceeds paid to Borrower and Lender other than due, with any excess under the terms of the Note, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be held to Borrower.

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

11. Lender required insurance to name the loan secured by this security instrument.
However, shall the premiums required to maintain the insurance be paid by the
insuranceman in accordance with Borrower's and Lender's reasonable requirement
of its premium, the premium will be paid by the Lender.