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GOOK COUNTY PECORDER

-{Space Above This Line For Recording Data} -

CMC NO. 0001091040

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is

. 19 .0

JACK A. MAGGIORE Married and

SALVATORE J. WAGGIORE Married

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

Crown Marigage Co.

which is organized and existing under the laws of the State of Illineis address is \$131 W. 98th Struct Oak Lawn, illine!s 50453 ("Lender"). Borrower owes Lender the principal sum of

, and whose

SEVENTY ONE THOUSAND SEVEN HONDERD FIFTY & GG/100 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

71,750.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for n onthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2020 . This Sciunity Instrument secures to Lenger: (a) the repositions of the secure evidenced by the Note, with interest, and all renevals, 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

County, Illinois:

AS DELINKATED ON THE FLAT OF BURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (TAKEN AS A TRACT).

THE WEST 362.52 FEET OF THAT PART OF THE RAUT 12 ACREU OF LOT 1 IN HENRY JACQUE'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TWONSHIP 40 NORTH, BANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE NORTH 1071.4 FRET OF GAID LOT 1 AND NORTH OF THE SOUTH 50.04 FRET (AS MEASURED ALONG RAST AND WEST LINES) OF SAID SOUTHWEST QUARTER, IN COOK COUNTY, ILLINOIS;

WHICH PLAT OF BURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOINIUM MADE BY NORTHWEST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 15, 1975 AND KNOWN AS TRUST NUMBER RECORDED WITH THE RECORDER OF DEEDS OF 2853, AND NOT INDIVIDUALLY, COUNTY, AS ILLINOIS, ON MARCH 21, 1979 DOCUMENT NUMBER COOK TOGETHER WITH AN UNDIVIDED 1.94 PERCENT INTEREST IN SAID EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE EXCEPTING COMPRISING ALL THE UNITS AS SET FORTH IN SAID DECLARATION).

PERMANENT INDEX NO. 12-12-329-021-1028 7616 W. LAWRENCE, 1B, HARWOOD HRIGHTS, ILLINOIS 60656

MARY ROSE MAGGIORE HAS EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF PERFECTING THE WALVER OF HER HOMESTEAD RIGHTS.

MARY LOU MAGGIORE HAS EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF PERFECTING THE WAIVER OF HER HOMESTRAD RIGHTS. ..... we are a reperty egonoriest control of an automato, wedget to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FNMA/FRLMC UNIFORM INSTRUMENT

VMP MORTGAGE FORMS = (313)893-8100 = (800)521-7291

1304 750

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 évidepped, 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 reservable activates of future acrow items." 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding induffence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law required to may Borrower any interest on the Funds. I applie shall give to Borrower, without charge 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 Instrumental and the sum of th

If the amount of the Funds held by Lender, together with the future monthly payments of Funds sayshie 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, other promptly repeid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds hald 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 Florrower any Funds held by Lender. In violar paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the mile of the Property or its acquisition by Lender, any Funds, helds by Lender at the time of application as a credit against the sums accured by this Security Instrument.

application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise; all payments sectived by hander under paragraphs 1 and 2 shall be applied. Arst, to late charges due under the Note; second, to prepayment, charges, the ander; the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and tast, to principal due.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority one. This Security Instrument, and lesischold payments or ground rents, it land. Borrower shall pay these obligations in the memor 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 shill promptly discharge any lien value has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secure to by the lien in a manner acceptable to Lander; (b) contasts in good agrees in writing to the payment of the obligation secure to by the lien in a manner acceptable to Lander; (b) contasts in good agrees in writing to the payment of the obligation secure to be lien in a manner acceptable to Lander; (b) contasts in good agrees in writing to the payment of the obligation secure to be a secure of the lien in a manner acceptable to Lander; (b) contasts in good agrees in writing to the payment of the obligation secure to be a secure of the lien in a manner acceptable to Lander; (b) contasts in good agrees in writing to the payment of the obligation secure to be a secure of the lien in a manner acceptable to Lander; (b) contasts in good agree to be a secure of the lien in a manner acceptable to Lander; (b) contasts in good agree to be a secure of the lien in a manner acceptable to Lander; (b) contasts in good agree to be a secure of the lien in a manner acceptable to Lander; (b) contasts in good agree to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in a manner acceptable to be a secure of the lien in faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander'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 ilen. Borrower shall satisfy the ilen 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 "extender coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, 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 be clude a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrovier shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall prompt notice to the insurance carrier and 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 Lendar's accurity is not leasuned. If the restoration or repair is not economically feasible or Lender's security would be leasuned, the interaction processes shall be applied to the summars accurred by this Security Instrument, whether or not then due, with any expers paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that are insurance carrier has offered to settle a claim, then Lender may cotlect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The So day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal chall not extend or postpone the due date of the monthly payments referred to in puragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lander, Borrower's right to any: insurance policies and proceeds resulting from damage to the Property prior to the sequisition shall pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Processuables, and Maintenance of Property: I seesbalds. Porrower shall not destroy, durance or substantially.

6. Preservation and Maintenance of Property; Lessenbeids. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit wasts. If this Security Instrument is on a lessehold, Borrower shall comply with the provisions of the lesse, and if Borrower scalings fee title jo the Property, the lessehold 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 coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

coverants 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 bankrupicy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whitever is reseasely to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any states estated by a lient which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less and entering on the Property to make speaks. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any aniounts 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 requestion revenent.

requesting payment.

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Form 3014 12/83

OFFICIA! ITTINOIS - SINGIO LOUNX - LYMPYLHIME

limited variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECCIBILA INSTRUMENT comblines uniform coverants for rational use and non-uniform coverants with

encumbrances of record.

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

"Attacond" and as instrument still in this Security instrument as the "Property."

appurferances, rents, roysities, mineral, oil and gas rights and profits, water rights and slock 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

TOCETHER WITH all the improvements now or heresiter erected on the property, and all essements, rights, Proberty of Cook County Clerk's Office

....

[SIb Code] ("Property Address");
7616 W. LAMRENCE, 18, HARMOOD HEIGHTS

which has the address of

[Street, City], p.

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ON GI XAT

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SCORES! (TIRAL)

Any amounts, dispursed 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 be miletest from the Note rate and shall be payable, with interest, upon notice from Lender to Borrower remember returned in the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

for the Property. Leader's actions may include polying any sums secured by a lies which has priority over this Security Institution, appearing in court, paying reservable attorneys' fore action that action under this paragraph 7. Leader not have to do so.

Any architectured that court, proving reservable attorneys for any the Property to make repairs. Atthough Any architectured that courts are instead to the secure action that the paragraph 3. Leader not act to do so. destroyer, single the their continue, use Lender agrees to the manger in writing.

The face fille their not merge unless Lender agrees to the menger in writing.

The face fille their not merge unless Lender's Rights in the Property; Mortgage insurance. If Borrower fails to perform the contents and agreements and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in benchment, or condemnstion or to enforce laws or regulations), then Lander may to wind pay for whatever is necessary to protect the value of the Property and Lender's rights in Property. Lander's actions sinely includes any sound of a lender's actions sinely included the Security.

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postported the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. He decided the payments of the smount of the payments from deriver to the Property is acquired by Leader, Bertanne's right to any transmes policies and proceeds resulting from deriver to the Property prior to the acquired by Leader, Bertanne's right to any transmes policies and proceeds resulting from the first payment intermediately prior to the acquired by the Security instruments in the street of the sums secured by the Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal divid not extend or

This Property or to pay sums secured by this Security instrument, whether or not then due. The 30 car, period will begin a man man is alven. Unless Lender and Borrower ofherwise agree in writing, insurance proceeds shall by applied to restoration or repair of the property dermaged, if the restoration or repair is not economically feasible or Lender's security would be lessened, it is insurance proceeds shall be expensed it in a consumically leasible or Lender's security would be lessened, it is insurance proceeds shall be expensed its insurance in the property, or does not ensure within 30 days a notice from Lender that its insurance carrier has included to settle a claim, then Lender may collect the insurance carrier has included to settle a claim, then Lender may collect the insurance mooseds. Lender may use the monerals to reasive or restore

all instruments policies and renewals shall be someptable to Lender and at all Include a standard morigage clause. Lender alse the right to hold the policies and renewals. It Lender requires, norrows said live promptly give to Lender and renewal notices. In the event of loss, horrower said live promptly give to the insurance carrier and Lender may make proof of loss if not made promptly by horrower. Lender may make proof of loss if not made promptly by horrower.
Unless Lender and Horrower otherwise sares in writing, insurance proceeds shall be remised to restoration or remain of

5. Hazard insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insurance trains for the insurance training of the insurance shall be maintained in the amount and for the periods that Lender requires. The insurance shall be maintained in the amount is and for the periods that Lender requires. The insurance shall be maintained in the strong and for the periods that Lender requires. The insurance that its insurance shall be chosen by Borrower subject to Lender's approval which shall not be

notice identifying the tien. Borrower shall satisfy the lien or use on more of the actions set forth above within 10 days squares in artifles to the payment of the obligation at an object the first man promited to the payment of the obligation at an object to the manufacture of the obligation at an object to the manufacture of the continuation of the manufacture of the continuation of the payment of the payment of the payment of the point of the payment of Borrower shall promptly discharge and their the patching over this Security first union Borrower: (a)

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3. Application as a credit server the sums sectored by the Security Instrument.

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Thinks new straints, the Funds held by Lender, together with the future monthly payments of Funds payable private the forces the excess the excess the excess the excess the excess the excess the funds payable promptly repeid to Borrower or credited to Borrower on monthly payments of Funds after the funds being the funds being the funds in the funds of Funds. If the amount of the Funds had by Lender is not sufficient to pay the excess than due, Borrower and pay to Lender any annount make up the deficiency in one or more payments as required by Lender.

current date and reasonable entitudes of future escrow items.

The Funds shall be hald in an institution the deposits or accounts of which are insured or guaranties of future escrow items. In Ender shall be hald in an institution the deposits or accounts of which are insured to pay the acrow flatters on the Funds and applicable law permits Lender to make such a charge. A charge acrow items, arelyzing the account or varifying the serow items, to also be charge to the Funds and applicable law permits Lender to make such a charge. A charge season reporting services shall not be a charge for purposes of the preceding services and Lender may agree in independent tax that inner a season is found. In the series of the funds of the Funds in independent tax and the purpose of the pay flor or services of the funds. Lender the cost of an independent tax abelt not be a charge for purposes of the funds or applicable law requires interest to be paid, Lender shall be required to pay Borrower and Lender may agree in writing an arming of the Funds are pledged as additional security for the sums secured by the Sourity instrument.

If the amount of the Funds held by Lender, together with the tuture monthly payments of Funds payeds prior to the law amount of the Funds held by Lender, together with the tuture monthly payments of Funds payeds prior to the law and the funds of the Funds had by Lender, together with the tuture monthly payments of Funds payeds prior to the law and the funds are placed as additional security for the sum assumed by the funds are placed as additional security to the sum assumed by the funds are placed as additional security to the sum as accounts of the Funds had by Lender, together with the tuture monthly payment prior to the law and the funds and the funds and the funds are placed as additional security to the sum and the funds are placed as a secured to the funds and the funds are placed as a secured to the funds and the funds are placed as a secured to the funds and the funds are placed as a secured t

UNIFORM COVENANTS, Borrower and Lender coverent and stree as follows:

1. Payment of Principal and Interest on the debi stripped, by the Mote and any prepayment and late charges due under the Mote and any interest on the devinence. Subject to applicable has or to a written waiver by Lender, Borrower shall pay to one-twellth of: (2) yearly nearly later and assessments which may stain priority over this Security Instruments the Mote and averance on the Property, it says, (c) yearly heared premiums, it says. These items are called "extrow items." Lender into pentiums; and (d) yearly mortages beaming or ground rents on the Property, it says, (c) yearly heared premiums, it says. These items are called "extrow items." Lender may estimate the Punds due on the basic of current date and resconsole estimates of future extrow items.

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

If Lender required mortgage insurance as a condition of making the roan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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 fleu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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. Borrower fails 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.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 and not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be riguized to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise mounty amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Fortower's successors in Interest. Any integrance by Lender in exercising any right of remedy shall not be a waiver of or produce the exercise of any right or remedy.

11. Successors and Assign 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 Borrower, subject to the provisions of paragraph 17. Borrower's coverents and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the I/otil: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property vicier the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. 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 hie 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 that choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph

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 mirthod. 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 collect class mall 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 Borrov er or Lender when given as provided 🗪 in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Indical law and the law of the curisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the continuous continuo Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note Co 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 exercises 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 fells 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 had no acceleration 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 iten 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 apply in the case of acceleration under paragraphs 13 or 17.

CMC NO. 0001081040 NON-UNIFORM COVENANTS Bo tower and lender further coverant and agree at follows: 19. 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 paragraphs 13 and 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 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 19, including, but not limited to, ressonable attorneys' fees and costs of title evidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale; Lexier (in person, by agents or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the ranks of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. Release. (p)n 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. 22. Waivers of Honestead. Borrower waives all right of homestead exemption in the Property. 23. 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 exceements of this Security Instrument as if the sider(s) were a part of this Security The province of the contract of the experience of the contract Instrument. [Check applicable tox(.s)] 0,5004 a marina nation in the out to be a second problem of them as a varied of the second of the second of the part of the part of the second o The state of the state of the The second Real teath rank To the properties of the prope street beautiful to the 1-4 Paintly Rider Condominium 2 er Adjustable Rate Rider Planned Unit Development Rider Other(s) [specify] Graduated Payment Rider BY SIGNING BELOW, Borrower accepts and agrees to the terms and cover, on contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Zan signing for the Mary Low Maggiore, purpose of waiving homestead rights Mary Rose Maggiore signing for the (Seal) -{Space Below This Line For Acknowledge COUK STATE OF ILLINOIS, County as: 1. The westers qued , a Notary Public in and for said county and state do hereby certify and MaryLou Maggiore and Mary Rose JACK MAGGIORE and SALVATORE MAGGIORE signing to waive homestead rights , personally known to me to be the same person(s) whose mams(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that · · · & ht/ signed and delivered the said instrument as there is free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 24 My Commission expires: 12-14-92 OFFICIAL STAL PARY CARPTAN HICKOR

This Instrument was prepared by:

8131 W. Sith Street

Oak Lawn, Illinois 60453

Crewn Mertgage Ca.

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## UNOFFICIAL OCORY CMC NO. 0001091040

#### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 24 day of September, 19 80, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Crewn Mortgage Co.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7818 W. LAWRENCE, 1B, HARWOOD HEIGHTS ILLINOIS

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

ORIGLE POINT CONDOMINIUMS

#### [Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which sets for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the O yners Association and the uses, proceeds and benefits of Borrower's interest.

CONDEMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and I note further covenant and agree as follows:

- A. Condo nir imm Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (i) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and accomments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and gainst the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in field of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take nich actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lander.
- D. Condemnation. The proceeds of any award or claim to damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby a signed and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Linder and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty of the case of a taking by condomnation or eminent domain;
  - (ii) any amendment to any provision of the Constituent Documents II tile provision is for the express benefit of

Lender;

MULTISTATE CONDOMINIUM

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- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance enverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Legider may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower coursed by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

X lack A Mac	4.420 (Seal)
JACK A. MAGGIORE MATTING	Borrower
NM km	(Seal)
-MARY-ROBE-MAGGEORS-	Borrower
SALVATORE J. MAGGIORE METER	Mangeore (Seal)
SALVATORE J. MAGGIORE MET	Bottomer
AM My	(Seni)
	(Sign Original Only)
RIDER-Single Family FINMA/FHLMC UNIFORM INSTRUMENT MP MORTGAGE FORMS = (313)293-6100 = (800)521-7291	Form 3140 12/83

### **UNOFFICIAL COPY**

#### CONDOMINICAL REPORT

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