## UNOFFICIAL COPY

MB 2130/723C

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		(Space Above This Line For Recording Dale)	<del></del>
		MORTGAGE	
THIS N	AORTGAGE ("Security Instrumer	nt") is given on <u>APRIL 30 .1992</u>	. The Mortgagor is
	RONALD W. MACFARLANE	AND JANICE M. MACFARLANE. HUSE	AND AND WIFE. ("Borrower"
This Security	y Instrument is given to CHAMP	ION FEDERAL SAVINGS AND LOAN AS	
which is orga	anizad and existing under the law	NS OF UNITED STATES OF AMERICA	, and whose addres ("Lender")
	es Lender the principal sum of	FIFTY SEVEN THOUSAND FOUR HUNDRE	,
MAY he Note, wit advanced ur agreements	Introduction ("Note"), which part 1, 2022  In interest, and all rangerals, extender paragraph 7 to project the second	57,400.00 ) This debt is evidenced revides for monthly payments, with the full debt. This Security Instrument secures to Lender: (a) ensions and modifications of the Note; (b) the security of this Security Instrument, and (c) the pand the Note. For this purpose, Borrower does ted in	the repayment of the debt evidenced l pumnent of all other sums, with interes performance of Borrower's covenants as
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ELE In	MENTS IN 7009 WEST 10 The Declaration Recor	TS UNDIVIDED PERCENTAGE INTEREST OTH STREET CONDOMINIUM AS DELINI DED AS DOCUMENT NUMPER 24889094	EATED AND DEFINED , in the west
ELE   N   1/2	MENTS IN 7009 WEST 10 THE DECLARATION RECOR OF THE SOUTHWEST 1/4	OTH STREET CONDUM AND DELINE	EATED AND DEFINED , in the west H, range 13, east
ELE   N   1/2	MENTS IN 7009 WEST 10 THE DECLARATION RECOR OF THE SOUTHWEST 1/4	OTH STREET CONCOMENTUM AS DELINEDED AS DOCUMENT NUMPER 24889094 OF SECTION 7, TOWNS 15 37 NORTH	EATED AND DEFINED  , IN THE WEST  H, RANGE 13, EAST  18.  COT OF THE PROPERTY
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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.

ILLINOIS Single Family: Famile Mag/Freddle Mae IMIFORM INSTRUMENT

Loan ID: 035-00329590

Borrowers Must Initial 1 Prom 3814 9/88

UNIFORM COVENANTS BOTOM IFORM COVENANTS. Boltovial and length covenant and late Charges. Borrower shall promptly pay when due the principal of and follows

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property. if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable faw requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in witting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all

sums secured by this Security Instrument

If the Funds hald by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to noke up the deficiency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all cums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 1 under 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. Unit's applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges: Liens. Borrower shall pay ultraxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and lougehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all number of amounts to be paid under this paragraph. If Borrower makes these payments

directly, Borrower shall promptly furnish to Lender race ots 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 fien in a memory acceptable to Lender; (b) contests in good faith the fien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to 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 ner or take one or more of the actions sol 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 Leilder's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lendo: 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 from 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 an order or restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lussringd. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall the applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower, if Borrower abandon, 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 Subject 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 arrend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Lunder 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.

5. 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. Eletrower 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 torfeiture 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 faise 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 tee title to the Property, the leasehold and the

leasehold. Borrower shall comply with all the provisions of the lease it borrower acquires tea 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 altorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. I ander does not have to do so.

the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts dispursed by Lender uniter 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 toan 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 lagses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twellth 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 Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage 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 of

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 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 Eorower. 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the same secured by the 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. In this 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 or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are thich due

If the Property is abandoned by Porrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrowst laits to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at is 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 a greatin writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to minaragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender Not a 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 or 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 amoltization of the sums secured by this Security Instrument by reason of any derivand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy stall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Seviral Medility; Co-signers. The covenants and agreements of this Security.

Instrument shall bind and benefit the successors and assigns to Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and serieral. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only in mortgage, grant and convey that Borrower's interest in the Property under 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, includy, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's contain.

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 Eorrower which exceeded permitted limits will be retunded 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 given by delivering the property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address slated 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 lederal 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.

18. 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 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 it no acceleration had occurred; (b) dures 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 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 paragraph 17

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments 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.

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20. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone 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, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous 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 remediations

actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspesios or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means fideral laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date 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 acrailmation, and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower is 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 foreclosi this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the concides 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, Londer shall release this Security Instrument without charge to Borrower Borrower shall ray any recordation costs.

23. Walver of Homestead. Borrover views 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	्रित Condominium Rider	1.4 Family Rider
	Pranned Unit Development Rider	Biweekly Payment Rider
Gradualed Payment Rider		
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) (specify)	0.	
BY SIGNING BELOW, Borrower acception(s) capacited by Borrower and recorded to		contained in this Security Instrument and in any
Witnesses:	Mark.	M Mora forture (Seal)
	RONALD W. MACFAI Social Security Number	355-34-607 Borrower
	JANICE M. MACFAI Social Security Number	M. Mice Aprilane (Seal) BOLOWER
State of ILLINOIS  County WILL	(Space Below This Line For Asknowledgment)	Co
before me and is (are) known or provided have executed same, and acknowledged said	M. MACFARLANE.  1870 be the person(s) who, being information	or said county and state, do hereby certify that personally appeared ed of the contents of the foregoing instrument, free and voluntary act and deed and that in set forth.
(he, she, they) Witness my hand and official seal this	30TH day of APRIL	<u>1992</u> _
My Commision Expires:	_ Aus	Lew Notary Public (Seal)
This instrument was prepared by CHAMP	E. WAS VIVISANIS ON LOAD	,
THE MORTGAGES CERTIFIES THAT THE		UMENT IS THE FORM CURRENTLY IN USE.

" OFFICIAL SEAL "
ANDREW M." VTOLA"
NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 6/11/95

CONDOMINIUM RIDER
THIS CONDOMINIUM RIDER is made this 30TH day of APRIL 1992, 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 be undersigned (the "Borrower") to secure Borrower's Note to CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
7009 WEST 100TH STREET, CHICAGO RIDGE, IL 80415
(Property Address)
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
7009 WEST 100TH STREET CONDO
(Name of Condominium Project)
(the "Condominium Project") If the owners association or other entity which acts 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 Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINION COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenient and agree as follows:

- A. Condominium 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; (ii) by laws (iii) code of regulations; and (iv) other equivalent documents. Bottower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long 45 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 against the hazards Londer requires, including fire and hazards included within the term "extended coverage,"
- (i) Lander waives the provision in Uniform Criveriant 2 for the monthly payment to Landar of one-twellth 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 tapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take such 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 Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whather of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Len int. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lorider'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 or in the case of a taking by condemnation or eminen, domain;
  - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
  - (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 coverage maintained by the Owners Association unacceptable to Lender
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured 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 this Condominium Mider.

Borrower

(Seal) Borrower

MARTISTATE COMPONINIUM RIDER- Single Family Family Mag/

Form 314U 9/90

FHCONDO

(Seal)