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92819631

Champion Federal
(Name)
BLOOMINGTON, IL

MORTGAGE

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THIS MORHOACE:		, Detail the Mortgation,
RONALD P PRIMO	ZIC AND CONSTANCE R STARK HUSBAND AND WITHOUT MOTIGINES. CHAMPION FEDERAL SAVINGS	I FE
(numn "Horrower"), and	t and existing under the laws of UNITED STATES O	
		ein "Lender").

	ris indebted to Londer in the principal sum of	, which indebtedness is avidenced by Borrower's
		roviding for monthly installments of principal and
	e of the indebtedness, if not sooner paid, due and payable of	
TO SECURE to Ler other sums, with interes	nder (a) the repayment of the indebtedness evidenced by too throng advanced in accordance herewith to protect the s	the Note, with interest thereon, the payment of all security of this Mortgage, and the performance of
the covenants and agree	ments of bolrower herein contained, and (b) the repayment of	any future advances, with interest thereon, made to
	scient to paragi anh 21 hererif (herein "Future Advances"). Be described property tocated in the County of	
то свадестве поличинд с	described burbs (Appropried by the coors), or	, ordin or initial.
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DELINE OF THE OF THE 14, TO PRINC) REFERR EXHIB! MELROS: 1467 R COOK CI	UMBER 32-A IN STONY CREEK CONDIMINIUM A ATED ON SURVEY OF A PART OF THE WEST 9. EAST 10 ACRES OF THE WEST 28.34 ACRES CALUMET FEEDER OF THE SOUTH EAST 1/4 OWNSHIP 37 NORTH, RANGE 12 EAST OF THE TIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS ED TO AS PARCELL, WHICH TURVEY IS ATTACT A TO DECLARATION OF CONDOMINIUM MADE IS PARK NATIONAL BANK AS TRUCTES UNDER THE CONDED IN THE OFFICE OF THE MERIDIAN 15 COUNTY, ILLINGIS, AS DOCUMENT NUMBER 2293 DEFROM TIME TO TIME; TOGETHER WITH 1TS CAGE INTEREST IN SAID PARCEL (EXCEPTING	2433 ACRES LY:NG SOUTH F SECTION HIRD (HEREINAFTE HED AS BY THE RUST NUMBER F DEEDS, 23870 AS JNDIVIDED FROM SAID
		(), H
	3 3- 14- 400-07	674
	23- 14-400-07	11-1018 OSC
which has the address of	2A BOULDER CT. (blreet)	PALOS HILLS
IL 60465	(beroin "Property Address");	
(State and Zip Code)	***************************************	_
TOGETHER with all t	he improvements now or herealter efected on the property,	and all easements, rights, appunenances, rents,

royalties, mineral, oil and gas rights and profits, water water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the feasehold estate if this Mortgage is an a leasehold) are herein referred to as the "Property"

Barrower covenants that Borrower is lawfully seised of the estate hereby convoyed and has the right to mortgage, grant and convey the Property, that the Property is unancumbered, and that Borrower will warrant and defend generally the title to the Property agrant all claims and dereands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title respirance policy insuring Lender's interest in the Property.

ILLINOIS 3 10 4 Family: 87.77 FNMA/FHLMC UN!FORM INSTRUMENT

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URBIE ORM COVENANTS BOILDWIT WILL COM TOVO PART IN ADDITION OWS. (7) (1) (2)

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the Indebtedness systems by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lander, Borrower shall pay to Lander on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twellth of the yearly taxes and assessments which may attain priority over this Moltgage, and ground rens on the Property, if any, plos one-twellth of yearly premium installments for hazard insurance, plus one-twellth of yearly premium installments for hazard insurance, plus one-twellth of yearly premium installments for more page insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a unlarge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be raquired 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 mortgage.

If the amount of the Funds held by Lendor, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrow, con monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the delicionicy within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full and sums secured by this Mongage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 her to the Property is sold or the Property is otherwise acquired by Lender, Lander shall apply, no later than immediately prior to the size 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 or this Mongage.

- 3. Application of Phyments. Unit as applicable taw provides otherwise, all payments received by Lender tinder the Note and paragraphs 1 and 2 heritof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 heritof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Charges; Liens. Borrower shall pay ""mas, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Mortguge, and teasehold payments or ground rents, if any, in the manner provided under shall promptly furnish to be payed the indices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments, Borrower shall promptly discharge any lian which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation soction by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien by, "anal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof
- 5. Hazard Insurance. Borrower shall keep the improvements rick existing or hereafter elected on the Property insured against loss by lire, hazards included within the term "extended covering", and such other hazards as Lender may required and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by any Mortgage.

The insurance carrier providing the insurance shall be chosen by Borlovier subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance pulicles shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in layor of and in form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly turnsh to Lender all renewal notices and all receipts of paid premiums. 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, provider) such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired, if such restoration or repair is not economically teasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower if the Property is abandoned by Borrower fails to respond to Lender within 30 days from the date notice is main; by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender, to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and chall comply with the provisions of any lease if this Mortgage is on a feasehold. If this Mortgage is on a funit in a condominium or a planned unit development, all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents if a condominium or planned unit development inder its executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action of proceeding is commenced which materially affects Lander's interest in the Property, including, but not limited to, emittent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to

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protect Lander's interest, including, but mit tool at 15, displaying the ascendible blooksy's tars and entry upon the Property to make regime; if Lender required mortgage inscrince as a condition of making the iden section by this Mortgage, Borrower shall pay the promising required to maketain such insurance in effect until such lines as the requirement for such insurance terminates in accordance with Borrower's and Lender's wetter agreement or applicable law. Borrower shall pay the amount of all mortgage applicable in the meaning provided under paragraph 2 hereof

Any amounts dispursed by Lander pursuant to this paragraph 7, with tributest interior, shall become additional indebtednoss of Sorrower secured by this Mongage. Unless Borrower and Lander agree to other terms of payment, such amounts shall be payable upon notice form Lander to Borrower requesting payment thereof, and shall bear interest from the date of dispursement at the rate payable from time to time on outstanding principal under the Note unless payment of inferest at such rate would be contrary to applicable law in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph ? shall require Londer to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the property.
- g. Condemnation. The proceeds of any award or claim for damegus, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in fleu of condemnation, are hereby assigned and stall be paid to Lender.

In the event of a total taxing of the Property, the proceeds shall be applied to the surns secured by this Mortage, with the excess, if any, paid to florrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the surns secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the surns secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is acar doned by Berrower, or if, after notice by Lender to Elerrower that the condemnor offers to make an award or south a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect airy enoly the proceeds, at Lender's option, either to restoration or repair of the Property of to the sums secured by this Mortrager.

Unless Lender and Borrover otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly inscribing the referred to in paragraphs. Land 2 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extrasion of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrowe and Porrower's successors in interest.
- 1). For bearance by Lender Not a Walver. Any torbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waivir of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens of charges by Lender shall not be a waiver of Lender's right to accelerate the maturity to the indebtedness secured by this Mortgage.
- 12. Remadles Cumulative. All remedies provided in this Blortgage are distinct and cumulative to any other right or remedy under this Mortgage or alterded by law or equity, and may be exerced concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Savarel Elizabity; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall incre to, the respective successors and assigns of Landar and Bottower, subject to the provisions of paragraphs 17 hereot. All covenants and agreements of Bottower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to by given in another manner, (a) any notice to Borrower provided for in this Mongage shall be given by mailing such notice by certified multipaddressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided must, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or resident address as Lender may designate by notice of Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. Uniform Mortgage: Governing Law: Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is locater in the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect obtain confidence of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 15. Borrower's Capy. Borrower shall be furnished a conformed copy of the Note and of this liferigage at the time of execution or after recordation hereof.
- 17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is confidurated by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to inis Mortgage, (b) the creation of a purchase money security interest or household applicances, (c) a transfer by devise, descent or or operation of taw upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option, an option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale of transfer, Lender and the person to whom the Property is to be sold on ansteried reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lander exercises such option to accelerate, Lander shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the data the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lander may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender Jurthal covenanted agree as follows:

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is malled to Borrower, by

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which such breach must be cured; and (4) has fallure to cure poor preach on the plate specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale to 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lendor's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a pudgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Fluture Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 netrol, including, but not limited to, reasonable attorney's fee's, and (d) Borrower takes such action as Lander may reasonably required to assure that the liter of this Mortgage, Lender's Interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired Upon such payment and cure by Borrower, this Mortgage and the obligations secured brings shall remain to full force and effect as if no acceleration had occurred.

20. Assignment of Rants: Appointment of Receiver; Lander in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under baragraph 18 hereof of abandenment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration collector paragraph 18 hereol or abandonment of the Property, and at any time prior to the expiration of any period of redemption following coloral sate, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to ariter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All lends collected by Lender or the receiver shall be expalled first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's tees, upomisms on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

22. Release. Upon payment of all sums securant by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage,

	and P. Sumizi
	MONO P PRIMOZIO
	CONSTANCE R STARK Berrower
STATE OF ILLINOIS.	County ss:
I. THE UNDERSIGNED	, a Protein Public in and for said county and state,
do nereby certify thatRONALD_P_PRIMOZIC	AND CONSTANCE R STARK
	personally known to me to be the same berson(s) whose name(s) is (are)
subscribed to the foregoing instrument, appeared bel	ore me this day in person, and knowledged that he (they) signed and delivered
the sald instrument as his (their) free and vouluntary a	/ic.
Given under my hend and official seal, this of	10ber 10. 1892
My commission expires:	
BOBBI ZAVOYSKY HOTARY PUBLIC STATE OF ILLINOIS MY Commission & Commiss	Tace Journ
Table Below	e This Line Baserved For Lender end Becorder)

PREPARED BY AND RETURN TO: CHAMPION FEDERAL SAVINGS AND LOAN ASSOCIATION ATTN: FAST TRACK LOAN DEPARTMENT P.O. BOX 127 BLOOMINGTON, IL 61702-2127