

# UNOFFICIAL COPY

87432927

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## MORTGAGE

818086-9

THIS MORTGAGE ("Security Instrument") is given on **JULY 24**  
**1987** The mortgagor is **JOSEF P. MAYER AND WILHELMINE MAYER, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **CENTRUST MORTGAGE CORPORATION,  
A CALIFORNIA CORPORATION**  
which is organized and exists under the laws of **THE STATE OF CALIFORNIA**, and whose address is  
**350 SW 12TH AVENUE  
DEERFIELD BEACH, FLORIDA 33442** ("Lender").  
Borrower owes Lender the principal sum of  
**ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100**

Dollars (U.S. \$ **135,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **AUGUST 1, 2017**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

**located in COOK County, Illinois**

LOT 29 IN KAPLAN-BRAUN'S FOURTH ADDITION TO MOUNT PROSPECT UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT. OF STATE, DEPARTMENTAL EXPENSES  
1919-1920 - 1920-1921 - 1921-1922 - 1922-1923  
\$1,000,000.00 - \$1,000,000.00 - \$1,000,000.00 - \$1,000,000.00

which has the address of **905 PALM DRIVE**  
[Street]

**MOUNT PROSPECT .**

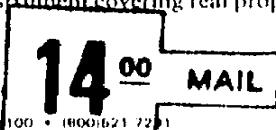
**Illinois**      **60056**  
                  {Zip Code}

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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





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12/20/2021

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the 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 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 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 is 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 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Being a 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to 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, 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 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 Borrower which exceeded permitted limits will be refunded 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.

**13. Legislation Affecting Lender's Rights.** If enactment or 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 17.

**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 directed to 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 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 Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal 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.

**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 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 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 hen 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.

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the date of distribution or delivery Note rate and shall be payable, with interest, upon notice from Lender to Borrower.  
Security Instrument. Unless Borrower and Lender under this paragraph 7 shall become indebted of Borrower secured by this  
Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

Lender may take action under this paragraph 7, Lender does not have to do so.  
Instrument, appearing in court, paying reasonable attorney fees and entitling to make Repairs to make Repairs. Although  
in the Property, Lender's actions may include paying any sums accrued by a lessor which has priority over this Security  
regulations, then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights  
Lender's rights in the Property (such as a legal proceeding) for nondelivery of to enforce the terms of the  
governments and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect  
7. Protection of Lender's Rights in the Property; Borrower. If Borrower fails to perform the  
fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall company with the provisions of the lease, and if Borrower agrees to the Property, the lessor and  
change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and  
6. Preservation and Maintenance of Property; Lender. Borrower shall not destroy, damage or subdivide  
instrument immediately prior to the acquisition shall pass to the extent of the sums accrued by this Security  
from damage to the Property is acquired by Lender, whether or not the lessor and lessee retain  
under Paragraph 19 the monthly payments referred to in paragraphs 1 and 2 or change the terms of the leasehold or  
postponing the due date of the monthly payments agree to the extent of the sums accrued by this Security  
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed  
when the notice is given.

the Property or to pay sums accrued by this Security Instrument, whether or not the lessor and lessee retain  
offer to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or replace  
Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has  
applied to the sums accrued by this Security Instrument, whether or not the lessor and lessee paid to Borrower. If  
reporter is not economically feasible or Lender's security would be lessened, a security is not lessened, if the insurance proceeds shall be  
of the Property damaged, if the reporter is economic feasibility feasible and Lender's security is not lessened, if the  
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of reporter  
carrier and Lender, Lender may make payment of loss in full before notice.

all receipts of paid premiums and renewals notice. In the event of loss, Borrower shall give prompt notice to Lender  
Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall include a standard mortgage clause  
All insurance carriers and renewals shall be acceptable to Lender and shall include a provision whereby Lender  
unquestionably withheld.

insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be  
reduced liability losses by fire, hazards included within the term excluded coverage, and any other hazards for which Lender  
agreed to keep the title in its original condition exceptible to Lender and Lender's heirs or personalty received on the Property  
3. Taxes and Insurance. Borrower shall keep the title in good standing or heretofore received on the Property  
of the giving of notice.

Borrower shall satisfy the lien or make one or more of the options set forth above within 10 days  
Notice indicating the lien, Borrower shall satisfy the lien or make payment within 10 days  
the Property is subject to a lessor which may affect the title to this Security Instrument. Lender may give Borrower a  
agreement of the lessor or feature of any part of the Property; or (c) severs from the holder of the lessor an  
prevent the enforcement of the lessor in legal proceedings which in the Lender's opinion operate to  
latch the lessor by, or defrauds against enforcement of the lessor in a manner reprehensible to Lender; (b) enters in good  
agrees in writing to the payment of the obligation created by the lessor in a manner reprehensible to Lender; (c) enters in good  
carries evidence of the payment.

Property which may attain priority over this Security Instrument, and leaseshold payments of funds held by Lender  
Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in full manner, Lender shall  
Property which may attain priority over this Security Instrument, and leaseshold payments of funds held by Lender, if any.  
4. Charges Lender, Borrower shall pay all taxes, assessments, charges, dues and impositions attachable to the  
Note: third, to amounts payable first, to late charges due under the Note; and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the  
payments 1 and 2 shall be applied to the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument by Lender, any funds held by Lender at the time of  
any funds held by Lender if under this Note is sold or assigned by Lender, Lender shall promptly refund to Borrower  
dium in immediacy, prior to the sale of the property of this Note, to Lender, no later  
application as a credit, prior to the sale of the property of this Note, to Lender, any funds held by Lender at the time of  
any funds held by Lender in full or all sums secured by this Security Instrument by Lender, no later  
amount necessary to make up deficiency in one of more of more amounts required by Lender, any  
at Borrower's option, either promptly paid to Borrower or credited to Borrower on monthly payments of funds, if the  
the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be  
If the amount of the funds held by Lender is not sufficient to pay the escrow items when due, the excess shall be  
state agency for holding and applying the Funds, analyzing the Funds to pay the escrow items, unless  
Lender may not charge for holding and applying the Funds, analyze the account of verifying the escrow items,  
The Funds shall be held in an institution the deposits of accounts held by a federal or  
this Security Instrument.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by  
shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the  
requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds, Lender  
Lender may agree in writing that interest shall be paid on the Funds, Unless an agreement is made or applicable law  
Lender may not exceed the amount required to pay the escrow items when due, the excess shall be  
Lender may not exceed the amount required to pay the escrow items when due, the excess shall be  
The Funds held by Lender in an institution the deposits of accounts of future escrow items.

basis of current date and reasonable estimates of future escrow items.  
mortgage insurance premiums, if any. These items are called "escrow items". Lender may establish the Funds due on the  
leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums and (d) yearly  
one-twelfth of the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to  
to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to  
2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay  
the principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due  
("State Government"), Borrower and Lender agree as follows: