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#### 87254805

DEPT-01 RECORDING ---

T#4444 TRAN 1479 95/12/87 11:01:00

\$5843 # D \*-87-254805

COUR CAPAIX REPORTER

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on	<b>5</b>
THIS MORTGAGE. ("Security Instrument") is given on	REVARRIED
("Borrower"). This Security Ins	trument is given to
CenTrust Mertsage Corporation	which is organized and existing
under the laws ofthe state of California and whose add	dress is 350 S. H. Azch Avenue
Deerfield 8 ath, FL 33442	
Borrower owes Lender the principal sum ofFORTY_THOUSAND_AND_00/1	
dated the same date as this Sourity Instrument ("Note"), which provides for mo paid earlier, due and payable ofMAY 1, 2017	onthly payments, with the full debt, if not
secures to Lender: (a) the reparment of the debt evidenced by the Note, with it	
modifications; (b) the payment of in other sums, with interest, advanced under p	
Security Instrument; and (c) the performance of Borrower's covenants and agreen	
the Note. For this purpose, Borrower de a gereby mortgage, grant and convey to	
<del></del>	

SEE ATTACHED LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED BY:

RECORD AND RETURN TO CENTRUST MORTGAGE CORPORATION 955 C NORTH PLUM GROVE ROAD SCHAUMBURG, ILLINOIS 60173

PIN: 04-10-304-009-1005

which has the address of 144	5 SHERMER RD. #5A	NORTHBROOK
	[Street]	(C+y)
Illinois60062	("Property Address");	
{Zia Code}	• • •	

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

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

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

ILLINOIS—Single Family—FINMA/FHLMC UNIFORM INSTRUMENT \$16.00 MAIL

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UNIFORM COVENANTS.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall may to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Fonds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the extrost 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. Horrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable has requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

amount necessary to my keyro the deficiency in one or more payments as required by Lender.

Upon payment in (u) of all sums secured by this Security Instrument, Lender shall promptly refund to Boxesses. any Funds held by Lender. It under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sic of the Property or its acquisition by Lender, any Funds held by Lender at the time of

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over it's Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in the mann a provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed pryment. 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 I ender

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (2) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, bent proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the hoider 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 his Security Instrument, Lender may give Bostower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements new existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance earrier providing the insurance shall be chosen by Borrower subject to Linder's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrowe shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give recompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pair to Berrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the use ance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to email or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

Instrument immediately prior to the acquisition.

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

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

### UNOFFICIAL GORY . . .

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 Horrower 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, noless florrower 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 a thorized 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 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 an ortization 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 or and; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben'nt he 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 corns of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (r) agrees that Lender and any other Borrower may agree to extend, mostify, forbear or make any accommodations with egard 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 largest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, there (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 explication 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 Instrumer, 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 to ice 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 It strument 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. Burrower'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: (b) 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 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 paragraphs 13 or 17.

but not limited to, reasonable 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, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents 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.

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.

21. Release. Upon 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, Waiver of Homestead. 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 agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

[] Adjustable Rate Rider	<b>XXX</b> Condominium Rider	2-4 Family Rider
Graduated Paymen, Pider	Planned Unit Development R	lider
Other(s) [specify]		
		d covenants contained in this Security
Instrument and in any rider(s) executed by		
	See 1	Young (Sal)
	LEA T. SOMES	S —Borrower
	T	(Seal) —80rower
	Space Below This Use For Acknowledgment)	
•	0,	
STATE OF ILLINOIS	- 4	-
County of Cook		
I. JOSEH C. JOHNS	, a notary pu	lic, in and for the County
and State aforesaid, Do Hereby	Certify that LEA 7	GOILES 3/NORCE AND
NOT SINCE REMARKED		0//
personally known to me to be t		
the foregoing instrument, appet that See signed, seale	ared before me this day in a. and delivered the said	instruent as
free and voluntary act for the	uses and purposes therein	set forth, including the
release and waiver of the righ		
ota a salaman bandan Mahand	ial Seal this 5 day	MAY 1987.
Given under my hand and Notari	ar sear this uay _	
Smith C. Solw	man (man)	***************************************
Notary Vallic		"OFFICIAL SEAL"
V /	7-80 EN.	Joseph C. Johnson ptary Public, State of Illinois
My Commission expires on: 10-	<u> </u>	y Commission Expires Get. 7, 1990

8725.180

# X2274805

## UNOTED PARTICION OF THE PROPERTY OF THE PROPER

THIS CONDOMINIUM RIDER is made this
[Property Address]  The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project
known as:
CITADEL CONDOMINIUM OF NORTHBROOK IN COOK COUNTY RECORDED 9/30/77. #24130130
(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.
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument,
Borrower and Lender further covenant and agree as follows:  A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Ocuments. 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. Borrower shall promptly pay, when due, all dues and assessments 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" police on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage" then:
(i) Lender waives the revision 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 unuser Uniform Covenant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the require a 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 lieu 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 to'be 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 clamages, 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 assigned 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 make to Lender 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 or in the case of a taking by condemnation or
eminent 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, ther 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, florrower accepts and agrees to the terms and provisions contained in this Condominium Niser.
LEA T. SOMES (Scal)
Seall

# UNOFFICIAL COPY 3 7 2 5 4 3 0 3

Unit Number 5-A in the Citadel Condominium of Northbrook Association, as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lots 15 to 23, both inclusive, and parts of vacated streets and allevs, in First Addition to Northbrook Manor, being a Subdivision of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 (except the East 30 feet taken for streets) and that part of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 lying East of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and the South 1/2 of the Southwest 1/4 of the Southwest 1/4 (except railroad), in Section 10, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO \

The South 8 rods (measured on the West line) of part of the West 1/2 of the Southwest 1/4 of Section 10, Township 42 North, Range 12, East of the Third Principal Keridian, all in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership and Easements, Covenants and Restrictions and By-Laws for the Citadel Condominium of Northbrook Association ("Declaration") made by Devon Bank, as Trustee under Trust Agreement dared July 28, 1977 and known as Trust Number 3067, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 30, 1977 as Document 24130130, together with an undivided 1.915 per cent interest in said Parcel (excepting from the parcel all the property and space comprising all the units thereof as defined and set Ounit Clert's Office forth in the Declaration and Survey), in Cook County, Illinois.

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