1988 SEP -6 AM II: 42

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AP / : 1:50340

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUS!
The mortgagor is RORLIES. BLUMERSTEIL, A SPENSTER.
ANY XX. VOKES, A SPINSTER.

218.00

E. HO CETTRUST MURIGAGE CORPORATION ("Borrower"). This Ser ority Instrument is given to

which is organized and existing under the laws of EALLY URBLA SHEER FEED BEACH, FL 33442 , and whose address is

DRE HUNDRED ETOHTY ONE THOUSAND AND NOTION Borrower owes Lender the principal sum of

> 181,000.00 Dollars (U.s. \$

). 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 This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the debt collenced 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 Borroy er's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgag, grant and convey to Lender the following described property

located in

County, Illinois:

IN GREENVIEW POINT CONDOMINIUM AS DELINEATED ON A SURVEY UNIT OF THE FOLLOWING DESCRIBED REAL ESTATE LOTS 36, 37, 38, 39, 40 AND 41 IN BLOCK 13 IN THE SUBDIVISION OF BLOCK 13 IN LLL AND DIVERSEY'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE RIGHT OF WAY OF CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 88360146 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMPLON ELEMENTS.

SUBJECT TO: (1) GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING; (2) THE ACT; (3) THE CONDOMINIUM DOCUMENTS, INCLUDING ALL AMENDMENTS AND EXHIBITS THERETO; (4) APPLICABLE ZONING AND BUILDING LAWS AND ORDINANCES; (5) ACTS DONE OR SUFFERED BY ZURCHASER OR ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER; (6) ENCROACHMENTS, IF ANY; (7) EASEMENTS, CONDITIONS, COVENANTS, SUILDING LINES AND RESTRICTION OF RECORD; (8) LEASES AND LICENSES AFFECTING THE COMMON ELEMENTS; (9) UTILITY EASEMENTS IF ANY; AND (10) LIENS AND OTHER MATTERS OF RECORD WHICH THE TITLE INSURER AGREES TO INSURE OVER AT SELLER'S EXPENSE. 19.27-113. 304.

which has the address of

3025 NORTH GREENVILL, UNIT & H

CHICAGO

(Street)

Illinois

50657 [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 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. Horrower 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.

Quand Vibion		
Confer Japononie		My Commission expires: 3/18/90
cal, this 30th day of August M	e laisiffo bna bi	Given under my han
		set forth.
as their free and voluntary act, for the uses and purposes therein	inomunisni bias	signed and delivered the
appeared before me this day in person, and acknowledged that $- t^{ { m hey}}$	s ,insmunisni gn	subscribed to the foregoi
onally known to me to be the same person(s) whose nam.(s) are	bers	
Blumentstein, a spinster and Amy E. Vakss, a spinster	кагеп 5.	do hereby certify that
a Notary Public in and 107 said county and state,	_	the unders
County se:	DuPage	STATE OF ILLINOIS,
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(les2)		
(lask)		
MA		
ANY Solower -Bollower -Bollower		
NAREN CLUSTEIN -BOTTOWER		
(Inst) - Truming 2 mal		
ccepts and agrees to the terms and covenants contained in this Security Borrower and recorded with it.	в пумоттю́в , WC Гұ∜ ∟е≀ирыяэ (а)п	BY SIGNING BELGARING BELGA
	Tal	Other(s) {specify
Planned Unit Development Rider	nent Rider	Cradualed Pay
Condominium Rider	Rider	oins), o' luisulbA 💢
r waives all right of homestead exemption in the Property. ent. If one or more riders are executed by Borrower and recorded together with a agreements of each such rider shall be incorporated into and shall amend and a of this Security Instrument as if the rider(s) were a part of this Security.	ecurity Instrume he covenants and spandage and able box(es)]	Libis Securit 1 strument, this Securit 1 strument, the supplement the covenants instrument. [Check applied
orrower shall pay any recordation costs.	e to Borrower, Bo	Instrument Without charge
es and costs of title evidence. cleration under paragraph 19 or abandonment of the Property and at any time demption following judicial sale, Lender (in person, by agent or by judicially er upon, take possession of and manage the Property and to collect the rents of rents collected by Lender or the receiver shall be applied first to payment of the collection of rents, including, but not limited to, receiver's fees, premiums on collection of the total statement of the base of the first payment of the rents for the sums secured by this Security Instrument.	ession, Upon acc any period of re se entitled to enti se past due. Any he Property and nable attorneys'	P. Cender in Person 1.02 Prior to the expiration of appointed receiver) shall the Phoperty including the the Person of the Pers
slosure by judicial proceeding and sale of the Property. The notice shall further after acceleration and the right to assert in the forcelosure proceeding the non- to of Borrower to acceleration and forcelosure. If the default is not cured on or older at its option may require immediate payment in full of all sums secured by demand and may forcelose this Security Instrument by judicial proceeding, asses incurred in pursuing the remedies provided in this paragraph 19, including,	ght to reinstate s any other defensi n the notice, Len without further collect all exper	in form Borrower of the ri existence of a default or a before the date specified this Security Instrument this Security Instrument

NON-UMIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides atherwise). 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 default; (c) a date, not less than 30 days from the backet the notice is given to Borrower, by which the default must be cured adduly that default and default are default and default or the security of the seconds.

and (d) that failure to cure the default on or before the date specified in the notice must result in acceleration of the

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limited variations by jurisdiction to constitute a uniform security instrument covering real property:

"Property" of is the Security Instrument as the "Property."

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HOLLSTED THE OFFICER 338

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

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

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 TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, rights,

("Property Address");

[10045]

3025 HORTH GREENVIEW, UNIT 4 H

DECLARATIONS WERE RECITED AND STIPULATED AT LENGTH HEREIN, DECLARATIONS THE SAME AS THOUGH THE PROVISIONS OF SAID

VESICAS, AS RIGHTS AND EASENENTS APPORTENANT TO THE MIGVE

County Clark's Offica

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTE, COMPITTIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID

DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE LEMERIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARACTIONS.

HORTGAGOR ALSO HEREBY GRANTS TO THE HORTGAGEE, ITZ { UCCESSORS; AND

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PU TO MICEL

MORTGAGE

Eijer († 1866) 1008 Gerard

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Ella filto record.

The metrusent has propared by: A. RIMO

NON-UNIFORM COURS AND ADTOVER and Lander for the red venue and agree is follows

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, 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.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower Shall pay any recordation costs.

22, Waire, of Homestead. Borrower waives all right of homestead exemption in the Property

		er warves an right of homestead exemp	• •
this Security Instrument, supplement the coveres	the covenants a	nd agreements of each such rider shall	d by Borrower and recorded together with a be incorporated into and shall amend and the rider(s) were a part of this Security.
Instrument. [Check app! Adjustable Rat		Condominium Rider	7 2-4 Family Rider
Graduated Pay	CX.	Planned Unit Development R	•
Parameter 1		Framed Unit Development K	ider
Other(s) [specif	[y] C	r	
BY SIGNING BEL Instrument and in any rid	.OW, Borrower er(s) executed by	accepts and agrees to the terms and Eurrower and recorded with it.	nd covenants contained in this Security
		We Call	1
		KAREN J. BLU	(Seil) WINSTEIN —Borrower
		Sh. In	le kes
		INY VOKES	(Seal) —Borrower
		Ffal	(p.i-1)
			(Seal) -Borrower
			(Seal)
			-Borrower
		{Space Below This Line For Acknowledgme	ent]
			5
STATE OF ILLINOIS,	DuPage	Count	y ss:
I, the under	signed	, a Notary	Public in and for said county and state,
do hereby certify that	Karen S.	Blumentstein, a spinster a	and Amy E. Vokes, a spinster
	, per	sonally known to me to be the same	e person(s) whose name(s) are
subscribed to the forego	ing instrument,	appeared before me this day in per-	son, and acknowledged that they
signed and delivered the	said instrument	as their free and volunta	ry act, for the uses and purposes therein
set forth.			
Given under my ha	nd and official	seal, this 30th day of Augu	ist 19 88.
			$\mathcal{C} \mathcal{M}$

My Commission expires:

3/18/90

Notany Public

UNOFFICIAL GOPY 2 3

requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or covenants 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; Mortgage Insurance. it norrower tails to perform the

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

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

Instrument immediately prior to the acquisition. 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 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal state of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments referred to in paragraphs 1 and 2 or change the amount of payments referred to in paragraphs of the discount of the monthly payments referred to in paragraphs of the monthly payments referred to in paragraphs of the monthly payments and payments of the monthly payments and payments of the monthly payments of the payments of the

when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin offered to settle a claim, then Lender may coffeet the insurance proceeds. Lender may use the proceeds for epair or restore applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 'ne' asurance carrier has of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the meaning proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoution or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower All insurance policies and renewals shall be acceptable to Lender and anall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Berrower shall promptly give to Lender aliah have the right to hold the policies and renewals. If Lender requires, and use prompt notice to the meatance all receipts of paid premiums and renewal notices. In the event of loss, Borrower, and use prompt notice to the meatance all receipts of paid premium tenewals notices. In the event of loss, therewere, and use prompt notice to the meatance and renewal notices.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the amonds and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower and set to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended expended" and any other hazards for winch I ender

of the giving of notice. notice identifying the lien. Borrower shall satisfy the fien or take care or more of the actions set forth above within 10 days agreement satisfactory to Leader subordinating the lien to this Security Instrument. Leader may give Borrower a faith the lien by, or defends against enforcement of the ben in, legal proceedings which at the Lender's opnion operate to prevent the enforcement of the lien of the lien of the lien of the lien an prevent the enforcement of the lien of the lien of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien of the lien of the lien and prevent the enforcement of the lien of the lien of the lien of the lien and the li boog in section (d) graphical of the payment of the obligation is section in a manner acceptable to Lendert (b) Borrower shall prompily discharge any her, which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner. Borrower shall pay them on time directly to the person over depayment. Borrower shall promptly furnish to Lender all notices of amounts of the content of the person of the per Mote; third, to amounts payable, and at paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Borrower shall taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority ever this Security Instrument, and leasehold payments or ground rents, it any neoperty which may attain priority ever this Security Instrument, and leasehold payments or ground rents, it any neoperty which may attain priority and lease the second payments of ground rents, it any architecture shall not the second of the second o

paragraphs I and 2 shall be applied; first, to late charges due under the Mote; second, to prepayment charges due under the

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

3. Application (I Pryments, Unless applicable law provides otherwise, all payments received by Lender under than immediately profit to the sale of the Property or its acquisition by Leader, any Funds held by Lender at the time of any Funds held by i. arder, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

amount necess by to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Cender is not sufficient to pay the escrow items when duc, Borrower shall pay to Lender any at Borrower's option, either prompily repaid to Borrower or credited to Borrower on monthly pagingers of Funds. It the Funds was made. The Funds are pledged as additional security for the sums secured by this Security histrament. 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 frems, shall exceed the amount required to pay the eserow terms when due, the excess shall be.

an annual accounting of the Unids showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Portoner, without charges. that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, I ender reporting service shall not be a charge for purposes of the preceding sentence. Borrower and I ender may agree in writing zat trabnagabut in to teos site gay or memurisht gibuses sidt omt ginnamer's brotom with Bortower's antenentalist School give Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assect Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow froms, unless ermon worse og thy gad of shub'l office fight dade to the filteriaries of the first build in the control of the The bunds shall be field in an institution the deposits or accounts of which are insured or and best and state the detection of the control o

small worses of attential reasonable estimates of future escross items

leasehold payments or ground rents on the Property, if any; (e) yearly hazard mearance premiums, if any. These only of searly hazard mearance premiums, if any. These items are called "eserow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument. (b) yearly 2. Funds for Tuxes and Insurance. Subject to applicable law or to a written waver by I ender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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

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

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 cettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is anti-orized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured ov 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 of 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 or tization 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 excreise of any right or remedy.

11. Successors and Assigns Boura; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit are successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a greenents 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 ferms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) grees 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 interpret 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 surns 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 lest ament and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the signs specified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument stall 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 ... Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lend it when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal lay and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security ν_{co} rument 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 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.

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

CATCAGE, In Property Address;

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may charge on the first day of 00.70ELR , 19 85, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Hold r will choose a new index which is based upon comparable information. The Note Holder will give me notice of this glocice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate the new interest rate by adding THREE percentage points (2.77%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (1.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly pa ment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the platurity date at my new interest rate in substantially equal payments. The result of this calculation will be the new a noint of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than \$2.6250 % or less than \$3.6250 %. Thereafter, my interest rate will never be increased or decreased on any single Thange Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than \$13.6250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to

Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to I ender's consent to the foan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to I ender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

(ISSC)_ iswono8

(Scal)

Borrower - (Seal)

- (Seal)
- Borrower

UNOFFICIAL COPY

stable Rate	SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjus
ì	C/O/A

If Lender exercises the option to require immediate payment in full, 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 which Borrower must pay all sums secured by this Security Instrument without further notice expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice

Rider.

or demand on Borrower.

UNOFIDENCIAL ROBERY

30TH day of AUGUST . 19 88 . THIS CONDOMINICM RIDER IS made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

(the "Lender") CENTRUST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION of the same date and covering the Property described in the Security Instrument and located at

3025 N. GREENVIEW CHICAGO, IL 60657

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

GREENVIEW POINT CONDONINIUM (Name of Condommum Project)

(the "Condominum 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.

CONDOMY IT M 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 Deciments. 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 the sand assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So tang as the Owners Association maintains, with a generally accepted insurance earrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to I ender 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," ('ien)
- (i) I ender waives the provision in Umform Covenant 2 for the monthly payment to I ender of one-twelfth of the yearly premium installments for hazard in arabce on the Property; and
- (ii) Borrower's obligation unde Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required (overage is provided by the Owners Association policy)

Borrower shall give I ender prompt notice or any labse 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 I ender for application to the sums secured by the Security Instrument, with any excess paid to Horrower.

- 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 darrages, 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 her of condemnation, are hereby assigned and shall be paid to I ender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument a sprovided in Uniform Covenant 9.
- E. Lender's Prior Consent, Borrower shall not, except after notice to render and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominum 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 of vy age maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then I enter may pay them. Any amounts disbursed by Lender under this paragraph I/shall become additional debt of Borrower secured by the Security Instrument. Unless Horrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By StGS18G Bi Low, Borrower accepts and agrees to the terms and provisions contained in this Condominium Ridae

12 ca 1	340;
Bundleman	(Seal)
KAREN S. BLUMENSTEIN	-Borrower
Ha Elifet	(Seal)
AMY EX VOKES	Borrower
	(Scal)
	·Barrower
	(Scal)
	-Borrower

(Sign Original Only)

Property of Coof County Clerk's Office