

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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1988 FEB 16 AM 11:27

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AP # : 8183756

## MORTGAGE

\$16.00

1988 THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 12  
The mortgagor is RICHARD C. PETERSON, A BACHELOR

("Borrower"). This Security Instrument is given to CENTRUST MORTGAGE CORPORATION  
which is organized and existing under the laws of CALIFORNIA . and whose address is  
350 S.W. 12TH. AVE., DEERFIELD BEACH, FL 33442 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED FOUR THOUSAND AND NO/100

Dollars (U.S. \$ 104,000.00 ). 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 MARCH 1, 2018. 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:

LOTS 27 AND 28 (EXCEPT THE SOUTH 16 FEET THEREOF) IN FREDRICK  
SCHROEDER'S SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2  
OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19 TOWNSHIP 41 NORTH  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RIDGE  
AVENUE (EXCEPT THEREFROM THE EAST 150 FEET OF THE WEST 183 FEET OF THE  
SOUTH 35 FEET), IN COOK COUNTY, ILLINOIS. PIN: 11-19-108-053 VOL 056  
RECORD AND RETURN TO: CENTRUST MORTGAGE CORPORATION, 350 S.W. 12TH  
AVENUE, DEERFIELD BEACH, FL 33442

all EXO  
JWW  
F

Box 169.

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which has the address of 719 ASBURY AVENUE [Street]

EVANSTON

Illinois 60202 [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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Notary Public

John Shuhuba

My Commission expires: 6/6/87

Given under my hand and official seal, this 12th day of February, 1988.

set forth.

Signed and delivered the said instrument as witness hereto.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

personally known to me to be the same person(s) whose name is

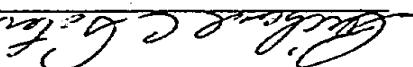
do hereby certify that Richard C. Peterson, a Notary Public in and for said county and state,

I, John Shuhuba

STATE OF ILLINOIS,

County of Cook

(Space Below This Line for Acknowledgment)

Borrower  
(Seal)Borrower  
(Seal)Borrower  
(Seal)RICHARD C. PETERSON  
Instrument and in any other(s) executed, Borrower and recorded with this Security  
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Other(s) [Specify] \_\_\_\_\_ Graduated Family Rider     Planned Unit Development Rider     2-4 Family Rider Adjustable Rate Rider     Comdominium Rider

Instrument. [Check applicable box(es)]

Supplement to the contents and agreements of this Security Instrument as if the rider(s) were a part of this Security  
this Security instrument, the contents and agreements of each such rider shall be incorporated into and shall amend and  
23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with  
22. Waiver of Homestead, Borrower waives all right of homestead except in the Property.Instrument without charge to Borrower. Borrower shall pay any recording costs.  
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Securityrecorder's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.  
costs of management of the Property and collection of rents, including, but not limited to, recorder's fees, premiums on  
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to collect the rents of  
appointed receiver) shall be entitled to enter and take possession of and manage the Property and to collect the rents of  
prior to the expiration of any term of redemption following sale, Lender (in person, by agent, or by judge  
20. Lender in Possession. Upon acceleration of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:  
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.  
before the date specified in the notice, Lender at its option may immediate payment in full of all sums secured by  
existance of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or  
before the date of acceleration, Lender may sue for the amount due and the right to assert in the foreclosure proceeding the non-  
transfer by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums  
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;  
unless less applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's

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

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UNIFORM COVENANT. Borrower and Lender covenant and agree as follows:

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 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 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 escrow 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.\* A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 escrow items, shall exceed the amount required to pay the escrow 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 held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary 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 any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 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 this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the 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 now 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 carrier providing the insurance shall be chosen by Borrower subject to Lender'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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be 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 paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this 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 attorney's 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.

\* A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence.

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**UNOFFICIAL COPY** This document is an unofficial copy and does not apply in the case of an accident or damage to property.

18. Borrower's Right to Resistate. 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 specifies for reinstatement), before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. These conditions are contained in this Security Instrument and under this Security Instrument shall remain in effect until Borrower has paid all sums which would be due under this Security Instrument and the Note had no acceleration (a) pays any debt(s) of any other co-ventants or agreements, (b) pays all expenses incurred in enforcing this Security Instrument, (c) pays all reasonable attorney's fees, and (d) takes such action as Lender may reasonably require to assure that the lessor of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall not apply. In the case of acceleration as if no acceleration had occurred. However, this right to reinstate shall not apply if the cause of acceleration under paragraphs 13 or 17.

If Lennder exercises this option, Lennder shall give Borrower notice of acceleration. If no such exercise occurs within 30 days from the date the notice is delivered or mailed to the Borrower, Lennder may invoke any remedies permitted by law without further notice or demand.

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) to a third party, the terms and conditions set forth in this Security Instrument shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

16. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument is held to be invalid or unenforceable, to the extent of such invalidity or unenforceability, such provision shall be severed from the remaining provisions of this Security Instrument and the Note and the Note will remain valid and enforceable.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender, which given as provided

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by postage prepaid to:

partial preparation without any preparation charge under the Note of Legislatiion Affecting Lender's Rights.

**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 limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may use 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

11. Successors and Assignees; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and succeed to the successors and assigns of Lender and Borrower, and shall be binding upon them and their heirs, executors, administrators, joint and several liability, co-signers, and assigns, notwithstanding any change in their names or status.

by the original provider of services, unless such services are provided by the same individual who originally provided the services or by his/her designee.

Unless Lender and Borrower otherwise agree in writing, any amount of principal shall not exceed one-half of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments postponed the due date of the monthly payments referred to in paragraph 1 and 2 or postpone the time for payment of such amounts.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's notice to restore or repair or give Lender a claim for damages, Borrower fails to collect all its sums due.

*paid to Borrelli, who had been engaged by the Italian government to inspect the fortifications of the Dardanelles.*

unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amounts of the fees paid by the last maker value of the property following its sale before the date of the filing. Any balance shall be held by the trustee until the time of the sale.

assigued and shall be paid to Lender.

shall give Bottowser notice at the time of or prior to an inspection specifying cause(s) for the inspection.

Insurance terminates in accordance with Borrower's written agreement or applicable law.

If Leverage required more leverage insurance as a condition of making the loan secured by this Security Instrument.

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 127th day of FEBRUARY . 19 85 , 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 Adjustable Rate Note (the "Note") to CENTRUST MORTGAGE CORPORATION

A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

719 ASBURY AVENUE  
EVANSTON, IL 60202  
(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**

The Note provides for an initial interest rate of 8.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of APRIL . 19 89 , 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 Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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 payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount 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 10.750% or less than 6.750%. Thereafter, my interest rate will never be increased or decreased on any single Change 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 14.750%.

**(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 Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender 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.

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RICHARD G. FEETERSON  
Borrower  
(Seal)

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate Rider.

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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 expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.