State of Illinois

Mortgagee.

TITLE GLARANTY ORDER #C-385233

Mortgage

FHA Case	No.:		
1.94 **	531900	4- 7:44	

This Indeature, Made this 16/H	day of FEBRUARY	, 19. BB between
EPUTH F. MCCANN AND DEBRA N. MCCANN,	THS SEEL	, Mortgagor, and
CENTRICULE MORTHUNGE, CORPORATORING corporation organized and existing under the laws of	CALTERWAY	,

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SEOCHECH TRACE TRACE TRACE TO BE SOURCE TO BE SOURCE

Dollars (\$ 73,000,00

on phill (5), 19 (6), and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and int rest, if not sooner paid, shall be due and payable on the first day of phill(C) 1

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the country of COUNC and the State of Illinois, to wit:

SEE ATTACHED LECAL CESCRIPTION
RECCAD AND RESIGN TO: CEMBUST MORTBASE CONFORMATION SEO SM 12TH ME
CUSSFUELD MIAIN, FL 35MC2
-TN: 11-18-12-035-1016

The with one shell, usta the prior approval of the federal bearing commissioner or his designee, declare all sums secured by this mortgage to be immediately due and payable of all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law by the mortgage, pursuant to a contract of sale elected not later than 24 months after the date of execution of this partiage or not rater than 24 months after the date of a prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in all ordered much the requirements of the Commissioner.

Susceedy Knoom As: 1110 CHSCH SPIFF MCA FVN-SSON, IL. SONO

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rent, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

And said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage insurance Premium payments.

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me to be the same and acknowledged	n notery public, in and for the high of the high المراجعة المراجع	bed to the foregoing instrument, appearance of the contract of		
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In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described he cin or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brough in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and he sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt in whole, or in part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
- (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note

secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be aplied by the Mortgagee to the following items in the order set forth:

- (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lien of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby;
 - (IV) amortization of the principal of the said note; and
 - (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4') for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground tents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any macunt necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance cremiums shall be due. If at any time the Mortgagor shall tenser to the Mortgagee, in accordance with the provisions of the not, secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount or such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding preagraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Utban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default inder any of the provisions of this mortgage resulting in a public rais of the premises covered hereby, or if the Mortgagee acquires the reoperty otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the incoerty is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

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(eminine)

plural the singular, and the masculine ger der shall include the Wherever used, the singular number shall include the plural, the ministrators, successors, and assigns of the parties hereto. and advantages shall insue, to the respective heirs, executors, ad-The coverants herein contained shall bind, and the benefits

any manner, the original liability of the Mortgagor. cessor in interest of the Mortgagor shall operate to release, in of the debt hereby secured given by the Mortgagge to any suc-It is expressly agreed that no extension to the time for payment

or delivery of such release or satisfaction by Mortgakee. benefits of all statutes or laws which require the earlier execution satisfaction of this mortgage, and Mortg. 80, nereby waiver the written demand therefor by Mortgagor, execute a release or be null and void and Mortgagee will, w. thin thirty (30) days after the coverants and agreements herein, they this conveyance shall

aforesaid and shall abide by, concely with, and duly perform all

If Mortgagor shall pay said more at the time and in the manner shall then be paid to the Nortgagor. naining unpaid. The overplus of the proceeds of sale, if any, debtedness herebs scared; (4) all the said principal money remade; (3) ah the accrued interest remaining unpaid on the min the note secured hereby, from the time such advances are the morth of with interest on such advarces at the rate set forth advanced by the Mortgagee, if any, for the purpose authorized in cost of acid abstract and examination of title; (2) all the moneys and tenographers' fees, outlays for doctmentary evidence and

s avertising, sale, and conveyance, including attorneys, solicitors, stins to the costs of the costs of such suit of suits. sage and be paid out of the proceeds of any sale made in pur-And there shall be included in any decree foreclosing this mort-

agagnom eidt gnieoloorol soroab yna ni so much additional indebtedness secured hereby and be allowed premises under this mortgage, and all such expenses shall become ceedings, shall be a further tien and charge upon the said Mortgagee, so made parties, for services in such sun or proeasonable fees and charges of the attorneys or solicitors of the by reason of this mortgage, its costs and expenses, and the proceeding, wherein the Mortgagee shall be made a party thereto pose of such foreclosure; and in case of any other suit, or legalevidence and the cost of a complete abstract of title for the purant in such proceeding, and also for all judays for documentary for the solicitor's fees, and stenographers' fees of the complainin any court of law or equity, a reasonable sum shall be allowed And in case of foreclosure of this mortgage by said Mortgagee

out the provisions of this paragraph. Cause of Cressoon Rigerospot are se sunoune your Head, premises hereinabove described; and employ other persons and collect and receive the rents, issues, and profits for the use of the beyond any period of redemption, as are approved by the court; gagor or others upon such terms and conditions, either within or quired by the Mortgagee; lease the said premises to the Mortmaintain such insurance in such amounts as shall have been reassessments as may be due on the said premises; pay for and said premises in good repair; pay such current or back taxes and mortgage, the said Mortgagee, in its discretion, may: keep the an action is pending to foreclose this mortgage or a subsequent the above described premises under an order of a court in which Whenever the said Mortgagee shall be placed in possession of

tion and preservation of the property. costs, taxes, insurance, and other items necessary for the proteccollected may be applied toward the payment of the indebtedness, period of redemption, and such rents, issues, and profits when and, in case of sale and a deficiency, during the full statutory the said premises during the pendency of such foreclosure suit Mortgagee with power to collect the rents, issues, and profits of don of the premises, or appoint a receiver for the benefit of the as a homestead, enter an order placing the Mortgagee in possesshall then be occupied by the owner of the equity of redemption, without regard to the value of said premises or whether the same an order to place Mortgagee in possession of the premises, and time of such applications for appointment of a receiver, or for liable for the payment of the indebtedness secured hereby, at the regard to the solvency or insolvency of the person or persons gagor, or any party claiming under said Mortgagor, and without either before or after sale, and without notice to the said Mortithe court in which such bill is filed may at any time thereafter, this mortgage, and upon the filing of any bill for that purpose, due, the Mortgagee shall have the right immediately to foreclose And in the event that the whole of said debt is declared to be entions notice, become immediately due and payable.

censed interest thereon, shall, at the election of the Mortgagee, whole of said principal sum remaining unpaid together with acof any other covenant or agreement herein stipulated, then the thirty (90) days after the due date thereof, or in case of a breach to boined for herein and in the note secured hereby for a period of In the event of default in making any monthly payment pro-

raigeked pur ann Ajamipamun Agasau holder of the note may, at its option, declare all sums secured conclusive proof of such incligibility), the Mortgagee or the declining to insure said note and this mortgage, being deemed to the MINETY on to the basirothus to thempoleved nearly bine goiceoff hereoff written statement of any officer of the Department of Sational Housing Act within the note secured hereby not be eligible for instrance under the

days' time from the date of this mortgare. Secretary of Housing and Urban Development dated subsequen NINETY days from the date the Agagnor and pluode tast essess tastaut togagnost, add

indebtedness secured hereby, whether div or not. forthwith to the Mortgagee to be applied by it on account of the assigned by the Mortgagor to the Mortgagee and shall be paid gage, and the Note secured nereby remaining unpaid, are hereby the extent of the full antone, of indebtedness upon this Mortdamages, proceeds, and the consideration for such acquisition, to any power of eminent to nain, or acquired for a public use, the That if the prendices, or any part thereof, be condemned under

torce shall pass to the purchaser or grantee. terest of the Mortgagor in and to any insurance policies then in ment of the indebtedness secured hereby, all right, title and inor other transfer of title to the mortgaged property in extinguishthe property damaged. In event of foreclosure of this mortgage the indebtedness hereby secured or to the restoration or repair of applied by the Mortgagee at its option either to the reduction of jointly, and the insurance proceeds, or any part thereof, may be the Mottgagee instead of to the Mortgagor and the Mortgagee authorized and directed to make payment for such loss directly to Mortgagor, and each insurance company concerned is hereby gagee, who may make proof of loss if not made promptly by loss Mortgagor will give immediate notice by mail to the Mortfavor of and in form acceptable to the Mortgagee. In event of the Mortgagee and have attached thereto loss payable clauses in Mortgagee and the policies and renewals thereof shall be held by All insurance shall be carried in companies approved by the

Unit 404 as delineated on the Survey of the following described Parcel of real estate (hereinafter referred to as "Parcel"):

Lots 12 and 13 in Block 2 in Eliza A. Pratt's Addition to Evanston, a Subdivision of the Southwest 1/4 of the Northwest 1/4, East of Ridge Road and West of Railroad, Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration made by La Salle National Bank, a National Banking Association, as frustee under Trust Agreement dated November 26, 1973, and known as Trust Number 46876 recorded in the Office of the Recorder of Cook County, Illinois, as Document Number 22596214; together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and Survey).

| | | | CHURCH STREET

UNIT 404

EVANSTON IL 6020 |

11-18-122-028-1016

OF

THIS CONDOMINIUM RIDER is made this 16TH day of FEBRUARY . 19-88, 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

CENTRUST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1111 W. CHURCH STREET #404, EVANSTON, IL. 60201

(Property Address)

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

1111 Church Street Condominium Association

(Name of Condominium Project)

(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.

CONDOMICUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Len Wefurther covenant and agree as follows:

- A. Condominum Obligations. Borrower shall perform all of Borrower's obligations under the Condominum Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominum Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, in lives 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" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the osciods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) I ender waives the ploy's an in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazald insurance on the Property; and
- (ii) Borrower's obligation under Unform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required exerage is provided by the Owners Association policy.

Borrower shall give Lender prompt none of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insuring e proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, my 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 take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy accept and in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, 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 past and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument is provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice 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;
- (iv) any action which would have the effect of rendering the public liability insurance or crage maintained by the Owners Association unacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then Leads, 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, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Lower & M. Cam	(Seal
KEVIN E. MCCANN	-Borrowe
DEBRA N. MCCANN	-Borrowe
	(Scal)
	(Seal)
(Sign Or	iginal Only)

Form 3140 12/83

