

# UNOFFICIAL COPY

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88-183554

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AP # : 8184551

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 28  
19 83 The mortgagor is DENNIS H. SUDBERG, A BACHELOR, HEATHER D. STARK, A  
SPINSTER

("Borrower"). This Security Instrument is given to CENTRUST MORTGAGE CORPORATION

which is organized and exists 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 FIFTY EIGHT THOUSAND FIFTY AND NO/100

Dollars (U.S. \$ 58,050.00). 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 MAY 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:

### SEE ATTACHED LEGAL DESCRIPTION

Unit Number 6C as delineated on plat of survey of the following described parcel of real estate (hereinafter referred to as parcel) Lots 10, 11, and 12 in Block 6 in Manas North Shore Estates a Subdivision in part of Section 5, Township 42 North, Range 17, East of the Third Principal Meridian except the South 150 feet of the East 150 Feet of said Lot 11 in Cook County, Illinois which plat of survey is attached as Exhibit A to a certain declaration of condominium ownership made by Wheeling Trust and Savings Bank, as Trustee under Trust agreement dated August 20, 1953 and known as Trust Number 340 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on December 30, 1977 as Document Number 24267610 together with its undivided percentage interest in the common elements of Cook County, Illinois.

Also:

Rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned declaration as aforesaid and the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.

88-183554

which has the address of 2812 DUNDEE ROAD, UNIT # 6C  
(Suite)

NORTHBROOK  
(City)

Illinois 60062  
(Zip Code)

("Property Address"): -88-183554

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

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

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

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My Committee Elected 3/22/91  
Nestay Peabody State of Illinois  
PATRICIA FERRUGIUS

### My Commission expires:

Given under my hand and affixed seal this 28th day of April, 1988

Sect fourth.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

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(s) are

I, THE UNDERSIGNED, a Notary Public in and for said county and state,  
do hereby certify that DENNIS H. SUDDEBECK AND HEATHER D. STARK, A SPINSTER,

Country

STATE OF ILLINOIS.

-Bottomer  
(Scal)

-Eonamer-

**RENTS H. STARK**  
SUBJECTS  
SERIALS  
BOOKS  
**LIBRARY OF THE UNIVERSITY OF TORONTO**

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Lender and recorded with it.

- Graduated Payment Rider**
- Adjustable Rate Rider**
- Cap-and-Dominoatum Rider**
- 2+ramy Rider**
- Planned Unit Development Rider**
- Other(s) (Specify)**

22. Waterer of Homestead, Borrower with all right of nominatee exampled except in the retrospect.

23. Right to this Security Instrument. If one or more debtors are excauted by Borrower and recorded together with this Security Instrument, the coveneants and agreements of each such debtor shall be incorporated into and shall amend and supersedeent the covenants and agreements of this Security Instrument as if the debtor(s) were a part of this Security Instrument.

20. Leader 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 shall pay any recorder's costs of appurtenant records shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of buildings including those parts used by the receiver for his office or for the collection of the rents of any building which may be included in the property described in the instrument creating the security interest.

15. 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); (a) the action required to cure the default; (b) which section must be cured; (c) a date, not less than 30 days from the date of notice shall specify; (d) the date acceleration is required to cure the default; (e) notice shall give notice to Borrower, Lender and Lender's attorney to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including legal fees.

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**TOGETHER WITH** all the improvements now or hereafter effected on the property, and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and royalties, 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 manage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, mortgages, grants and warranties and will defend概括ly the title to the Property against all claims and demands, subject to any encumbrances of record.

which has the address of 2812 DUNDEE ROAD, UNIT # 6C  
MORTHEBOOK (City) 60062 (Zip Code) ("Property Address"); -88-183554

RECORD AND RETURN TO: CERTIFIED MORTGAGE OPERATIONS  
350 SW 12TH AVE  
DEERFIELD BEACH, FL 33442  
PRIN: 04-05-107-027-1033  
THIS INSTRUMENT WAS PREPARED BY: KRISTINA BARTLETT

<b>MORTGAGE</b> APR. 8 : 818455 THIS MORTGAGE ("Security Instrument") is given on APRIL 28 19 83 The mortgagor is, DENNIS H. SPINSTER, A BACHELOR, METHERER D., STARK, A SPINSTER SUDBERG ("Borrower"). This Security instrument is given to CENTRUST MORTGAGE CORPORATION which is organized and existing under the laws of CALIFORNIA and whose address is
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as 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. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [specify] \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Dennis H. Sandberg* \_\_\_\_\_ (Seal)  
DENNIS H. SANDBERG SUDBERG  
*Heather D. Stark* \_\_\_\_\_ (Seal)  
HEATHER D. STARK

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

[Space Below This Line For Acknowledgment]

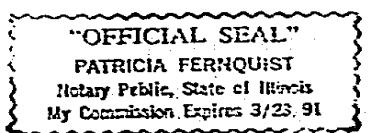
STATE OF ILLINOIS.      COOK

County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state,  
SUDBERG A BACHELOR  
do hereby certify that DENNIS H. SANDBERG AND HEATHER D. STARK, A SPINSTER  
*HG*, personally known to me to be the same person(s) whose name(s) ARE  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They  
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this 28TH day of APRIL , 19 88

My Commission expires:



*Patricia Fernquist*  
Notary Public

*Patricia Fernquist*

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Within the notice is given that the holder and Borrower offer to waive any application of proceeds to principal, unless not extend or postpone the date of the maturity of the promissory note referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the property is acquired by another, Borrower's right to any insurance policies and premiums, if damage from damage prior to the acquisition shall pass to the extent of the sums secured by this security instrument in immediately prior to the acquisition.

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 cancel them if Lender recycles. Borrower shall promptly give to Lender all receipts of paid premiums and cancellation 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 or if Lender has the right to hold the policies and cancel them. Borrower shall promptly give to Lender all receipts of paid premiums and renewals. If Lender recycles, Borrower shall promptly give to Lender all insurance premiums and renewals held by Lender. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restore property damaged, if the restoration of repair is not reasonably feasible in kind and Lender security is not lessened. If the restoration of repair is not reasonably feasible in kind and Lender's security is not lessened, it shall be applied to the same insurance premium as the original policy. Borrower shall pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin offered to settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin

Borrower shall promptly disclose, and, in writing, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation in a manner acceptable to Lender; (b) consents in good faith to the filing of a complaint of the obligation in a manner acceptable to Lender; or (c) consents in good faith to the filing of a complaint of the obligation in a manner acceptable to Lender's attorney in good faith and provides Lender with a copy of the complaint.

Note: third, to amounts payable; under paragraph 2; fourth, to interests due; and last, to principals due.

3. Charges: Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which the Securit Instrument, and cascaded payments of ground rents, if any, over the instrument, and return it to the Securit Instrument, and cascaded payments of ground rents, if any, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender receipts certifying the amounts.

3. Application of payments received by Lender under paragraphs 1 and 2 shall be apportioned: first, to late charges due under the Note second, to prepayments received by Lender under

amounts necessary to make up the deficiency in one of more payments as required by Lender.

If the amount of the escrow items held by Lenard, together with the future monthly payments of Funds shall exceed the amount of the escrow items held by Lenard, together with the future monthly payments of Funds, Lenard shall pay to Borrower prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, Borrower shall pay to Lenard any amount of the Funds held by Lenard to pay the escrow items when due. Borrower shall pay to Lenard any amount of the escrow items held by Lenard or credited to Borrower on monthly payments of Funds, if the Borrower's option, either promptly received to pay the escrow items when due, the excess shall be.

shall incur costs shall be paid on the Funds. Unless an agreement is made or applicable law requires otherwise to be paid, Lender  
shall not be required to pay Borrower amounts on earnings of the Funds showing credits and debits to the Funds and the purpose for which each debit is to  
an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit is to  
be paid, Lender shall give to Borrower, without charge, funds received as additional security for the sums due under this instrument.

The Funds shall be held in an institution which are incurred or guaranteed by a federal agency or organization or trust fund established to finance certain items.

to Leader 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: (2) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the property; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "Security items". Leader may estimate the Funds due on the

- Payment of Principal and Interest:** Prepaid taxes due during construction are capitalized as part of the cost of the building.
- Funds for Taxes and Insurance:** Subject to applicable law or to a written order by landlord, Borrower shall pay the principal of and interest on the debts incurred by the Note and any prepayments due under the Note.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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.

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1 Year Treasury Index - Rate Cap - Fixed Rate Conversion Option

THIS ADJUSTABLE RATE RIDER is made this 28TH day of APRIL 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 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: 2812 WEST DUNDEE ROAD #6C, NORTHBROOK, IL 60062

[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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.5 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of MAY 1 , 19 91 , and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my adjustable 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 that 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 ( 2.75 %) 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 11.5 % or less than 7.5 %. Thereafter, my adjustable 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 12 months. My interest rate will never be greater than 15.5 %, which is called the "Maximum Rate."

##### (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 adjustable 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. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

#### 5. FIXED INTEREST RATE OPTION

##### (A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on (1) if the first Change Date is 21 months or less from the date of this Note, the third, fourth or fifth Change Date, or (2) if the first Change Date is more than 21 months from the date of this Note, the first, second or third Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of these Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so at least 15 days before the next Conversion Date; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note

88183554



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CONDOMINIUM RIDER

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THIS CONDOMINIUM RIDER is made this 28TH day of APRIL 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:  
2812 WEST DUNDEE ROAD #2C, NORTHBROOK, IL 60062

[Property Address]

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

[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.

**CONDONINIUM 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 Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy over the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall 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 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 assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after 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;

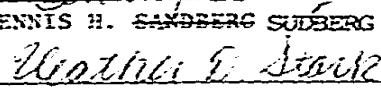
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
1/4 DENNIS H. SANDBERG SUDBERG (Seal)  
-Borrower

  
HEATHER D. STARK (Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Sign Original Only)

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