

# UNOFFICIAL COPY

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24/2041  
C-23976 Rider  
88319286

(Space Above This Line For Recording Data)

AP #: 8187972

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 14  
19 88 The mortgagor is MARILYN N. GONZALES, A SPINSTER.

("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 THIRTY THOUSAND AND NO/100

Dollars (U.S. \$ 30,000.00 )

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 . 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

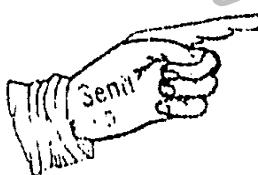
County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

This instrument was prepared by: JAMES T. HILL

PIN # 14-16-200-000-1077 VOL. 470

Record and return by:  
CENTRUST MORTGAGE CORPORATION  
350 S.W. 12TH. AVE.  
DEERFIELD BEACH, FL 33442



88319286

which has the address of

4343 NORTH CLARENCE AVE., UNIT # 504

CHICAGO

60613

(Street)

(City)

Illinois

(Zip Code)

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. 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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Given under my hand and official seal, this 14th day of July, 1988.

My Commission expires: 06/17/91

I S  
IS  
, personally known to me to be the same person(s) whose name(s)  
, referred to in the foregoing instrument, appeared before me this day in person, and acknowledged that she  
signed and delivered the said instrument as HER  
free and voluntary act, for the uses and purposes therein

I, THE UNDERSIGNED, COOK COUNTY, ILLINOIS,  
a Notary Public in and for said county and state,  
do hereby certify that MARILYN N. GONZALES, A SPINSTER

[Space Below This Line For Acknowledgment] \_\_\_\_\_  
DEPT-01 RECORDING  
TLL1411 TRAN 9429 07/26/01  
#5611 # 61 34-EE-3  
GOOD COUNTY RECORDER

MARILYN M GONZALES  
Borrower  
(Seal)

**BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONDUCED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.**

**2-4 Family Rider**       **Adjunctive Plate Rider**       **Xcandominium Rider**

**Planned Unit Development Rider**       **Graduated Family Rider**       **Other(s) [Specify]**

22. Wavier of Homestead. Borrower waives all right of homestead except in the Property.  
23. Waiver of Security Instruments. If one or more trustees are exonerated together with  
this Security instrument, the co-owners and agreeements of this Security instrument as if the trustee(s) were a part of this Security  
Instrument. The co-owners and agreeements of this Security instrument shall be incorporated into and shall amend and  
supplement the co-owners and agreeements of each such creditor shall be incorporated into and shall amend and  
supplement (Check applicable boxes)  
Instrument (Check applicable boxes)

Instruments without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

The Reprofety including those collected by Lenten rents due Any rents collected or the receiver shall be applied first to payment of the

Appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents or

20. Inclusion in a assessment. Option: acceleration model or remediation model by needs of the individual learner. Learner can progress at his/her own pace.

but not limited to, reasonable attorney's fees and costs of little evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees.

This Security Instrument is further demand and may release this Security Instrument by itself or by proceeding

excessive or a default of any other debt or obligation of Borrower to accelerate or declare such debt or obligation due and payable.

Informer Borrower of the right to reinvest after acceleration and the right to assert in the foreclosure proceeding the non-

secured by this Settlement, proceeded and will proceed in the same manner as persons in like positions.

and detailed (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 otherwise provided in the notice shall specify; (a) the default; (b) the action required to cure the

breach of any provision of this Schedule or Regulation under section 17 and 17A

NON-UNIFORMITY IN COVARIANCE, BORTHWELL AND LEADER TURCHET COVARIANCE AND REGRESSION

Challenging individual and institutional assumptions about democracy and challenging their embeddedness in our institutions.

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

88319285

**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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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In each case, the creditor will receive his principal, interest and any sums paid by the debtor before the date of notice, less the amount of any sum paid by the debtor before the date of notice.

Persons without Lennder's prior written consent, Lennder may, at its option, require immediate payment in full of all sums secured by this Security Instrument, Lennder notes that options shall not be exercisable by Lennder if exercise is prohibited by federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.  
17. Transfer of the Property or 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

Note conflicts with applicable law, such conflicts shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent that any provision of this Note is declared to be severable.

In this paragraph, the term "Security Instruments" is used to describe documents that are used to prove ownership of property. Given as provided in this paragraph.

permitted by paragraph 19, if Lennder exercises this option, Lennder shall take these steps specified in the second paragraph of paragraph 17.

13. Legislation Affecting Lenders' Rights. If enactment of application of laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary, the creditor may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedy

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. If a refund is not made to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower, then the Note will be treated as partial prepayment without any prepayment charge under the Note.

11. Successors and Assignees, General Liabilities; Co-signers. The covenants and agreements of this Security instrument shall bind and enure to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements of this Security instrument shall be joined and several. Any Borrower who co-signs this Security instrument but does not execute the Note; (i) is co-signing this Security instrument only to mortgage, grant and convey the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the principal amount of this Security instrument, and (d) agrees that Lender and any other Borrower may agree to pay the principal amount of this Security instrument, and (e) is not personally obligated to pay the principal amount of this Security instrument, or the Note without Borrower's consent.

payments during such period, shall not be liable for any sums so paid, or for any interest thereon, if the holder of such notes or instruments shall not be a waiver of or preclusion of any right or remedy by the original Borrower or otherwise under the terms of such notes or instruments.

10. BORROWER'S OBLIGATION TO REIMBURSE LENDER NOT WITHHOLD. Extension of time for payment of sums secured by this Security Instrument granted by Lender to Borrower shall not be extended if Borrower fails to pay interest or principal when due.

to the sums so due, paid by this Security instrument, whether or not then due.

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 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

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or to the sum of funds to pay the holder.

shall give five business notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for insurance terminate with Borrower's and Lender's written agreement or applicable law.

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## EXHIBIT "A"

ATTACHED TO AND MADE A PART OF COMMITMENT NO. C23921;  
THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:  
PARCEL 1:

UNIT 504 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING  
DESCRIBED PARCEL OF REAL ESTATE: LOTS 1, 2, 3, 11, 12, 13, 14, 15  
AND 16 IN C.U. GORDON'S ADDITION TO CHICAGO, SAID ADDITION BEING  
A SUBDIVISION OF LOTS 5, 6, 23 AND 24 AND THAT PART OF THE  
VACATED STREETS BETWEEN SAID LOTS IN SCHOOL TRUSTEE'S SUBDIVISION  
OF FRACTIONAL SECTION 15, TOWNSHIP 40 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH  
SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF  
CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 25120912  
TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON  
ELEMENTS (EXCEPTING FROM SAID PARCEL ALL THE UNITS AS DEFINED AND  
SET FORTH IN SAID DECLARATION AND SURVEY),

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER 251 A  
LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO  
THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 25120912,  
TOGETHER WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES  
BELONGING THERETO, IN COOK COUNTY, ILLINOIS.

Rider-2652-C-33971  
AM

# UNOFFICIAL COPY

THIS CONDOMINIUM RIDER is made this 14TH day of JULY, 1988,  
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:

4343 N. CLARENCE AVE. #504 CHICAGO, IL 60613  
(Property Address)

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

**BOARDWALK 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.

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

A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent 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 on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the 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.

Marilyn N. Gonzales (Seal)

MARILYN N. GONZALES

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Sign Original Only)

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Property of Cook County Clerk's Office

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