89233021

Above This Line For Recording Data)

2045272

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The mortagoris MARGARET'S. ZIELINSKI, DIVORCED NOT SINCE REMARRIED.

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

which is organized and existing under the laws of CALIFORNIA 350 S.W. 12TH. AVE., DEERFIELD BEACH, FL 33442

, and whose address is

("Lender"). Borrower owes Lender the principal sum of THIRTY TWO THOUSAND EIGHT HUNDRED AND NO/100

> Dollar (U.S. \$ 32,800.00

). 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 JUNE 1, 2019 This Security Instrument secures to Lender: (a) the repayment of the dest videnced 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 Box of er'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

County Illinois located in

UNIT NUMBER 11 - "H", IN THE 5100 MARINE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 15 AND 16 IN WHITE GALT AND PROUDESCT'S SUBDIVISION OF BLOCK 4 IN ARGYLE IN SECTION 8, TOWNSHIP 10 NORTH, RANGE 14 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ACCRETION TO LOT 16 OF THE THIRD PRINCIPAL MERIDIAN, ALSO ACCEPTION TO LOT 16 AFORESAID LYING WESTERLY OF THE WEST BOUNDARY LINE OF LINCOLN PARK AS ESTABLISHED BY PLAT RECORDED MARCH 31, 1908 AS DOCUMENT U179863 PURSUANT TO DECREE ENTERED IN JULY 18, 1907, IN CASE NUMBER 280120, IN CIRCUIT COURT OF CODE COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM HADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AND RECORDED AS DOCUMENT NUMBER 25203727, TOGETHER WITH ITS UNDER PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COUR UNGIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COUR 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 AMENDED AND THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED HEREIN.

14-08-403-028-1105 PERMANENT INDEX NUMBER:

5100 NORTH MARINE DRIVE, CHICAGO, ILLINOIS CUMMONLY KNOWN AS:

mortgage, grain 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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## UNOFFICIAL COPY

Notery Public My Commission expires: Given under my hand and official seal, this 68 61 YAM free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as **Jet** subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose named do hereby certify that Margaret S. Zielinski , a Notary Public in and for raid county and state, the undersigned County ss: STATE OF [LLINOIS, COOK SOOK COUNTY RECORDER TECRES--68-\* # # S87# 00. PO: LI PRIESIZE STRP MART IIII#1 16-1950 Bottower (lead) Borrower (fsal) BOTTOWER (Seal) S. ZIELINBKY ¥ВВСВВ¢¥ (5831) BY SIGNING BELOW, Borrover and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed or Borrower and recorded with it. Other(s) [specify] Planned Unit Development Rider Graduated Payment Rider Condominium Rider 🗀 2-4 Family Rider TobiA one Rate Rider Instrument. [Cheek applicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security as incorporated into 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 exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Rolease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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. 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 upplied first to payment of the prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 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 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 require immediate payment in full of all sums secured by existence of a default or any other defense of Bortower to acceleration and foreclosure. If the default is not cured on or 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 nondefault; (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 tailure to cure the default on or before the date specified in the notice may result in acceleration of the sums unless 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 prior to acceleration following Borrower's

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

78/3 bebnemA

Form 3014 12/83

[CIIA]

Pecord and return to: CENTRICE HERRIGHEE CORPORATION 350-S.M. 12TH. - NE. REPFIELD BEACH, FL. 33442

This instrument was prepared by: J. ALITTO

CHICAGO

(Sip Code)

VMP MORTGAGE FORMS • (313)293-8100 • (800)621-7291

110881 (JI) 489 J

ITTINOI2-Single Family

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.

encumbrances of record.

("Property Address");

2100 NOBIH WYBINE DBINE' NNIT # 11-H

{street}

01909

which has the address of

SEE VILVOHED LEGAL DESCRIPTION

**sionill** 

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

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. 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."

TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,

\$14.00

dorrover and Linder further covenant and ugre

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration fullowing 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 nonexistence 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 Instrument without charge to Borrower. B			ender shall release th	is Security	
22. Waive, of Homestead, Borrowe			e Property.		OD:
23. Riders to this Security Instrumthis Security Instrument, the covenants are supplement the covenants and agreement Instrument. [Check app'icable box(es)]	nent. If one or more riders and agreements of each such	re executed by Borr rider shall be incorp	ower and recorded top porated into and shall	amend and	89233021
Adjustable Rate Arler	Condominium Rider		2-4 Family I	Rider	02
Graduated Payment Fider	Planned Unit Develo	opment Rider			-
Other(s) [specify]	×				
By SIGNING BELOW, Borrower Instrument and in any rider(s) executed by	acrepts and agrees to the Eorrower and recorded wit	terms and coven- hit.	ants contained in thi	is Security	
	na margar	APT S. ZIELINS	Zieliski	(Seal) —Borrower	
	` <u>C</u>	U = U		(Seal)	
	0,			—Borrower	
69233	8021 - 4	<u> </u>		( Seal )	
	*	171		-Sorrower	
		C		-Borrower	
	— (Space Below This Line For A	Acknowledgment	°T→> 5		\$16.
		· #	1111 TRAN 4572 G 1782 부수 #~- 등 COJU COUNTY RECO	5-233	
STATE OF ILLINOIS,	Cook	County ss:	$O_{x_{\alpha}}$		
I, the undersigned		a Notary Public in	and for said county	and state,	
do hereby certify that Margaret S.	Zielinski		<u>_</u> C		
, per	rsonally known to me to b	e the same person	(s) whose name(s)	is	
subscribed to the foregoing instrument,	, appeared before me this	day in person, and	acknowledged that	S he	
signed and delivered the said instrumen	t as her free at	nd voluntary act, f	or the uses and purp	oses therein	
set forth.					
Given under my hand and official	seal, this 17TH day	y of MAY	, 19 89		
My Commission expires:	9				

Jardra Wisnews

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UNIFORM COVENANT. Lorow r and Lender covering and agree as follow.

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 Fond; 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 paymen in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lenr er. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to he sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again to he sums secured by this Security Instrument. 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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 ut.der 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 ower, 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 limitation has priority over this Security Instrument unless Borrower: 128 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 or so 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 Borrowei subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and the include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Perrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall reprompt 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 socurity 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 tot 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.

Occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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 Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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.

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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower.

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

postpone the dut date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrotter Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or producer of the contract of the c Unless?) ender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify, in ortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Boltover's successors in interest. Any forbeatance by Lender in exercising any right or remedy interest of Borrower stall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of anticrization of the sums secured by this Security Instrument granted by Lender to any successor in

the sums secured by this Security Instrument; at d (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations this regard to the terms of this Security Instrument or the Note without that Borrower's interest in the Property Lader the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey or paragraph 17. Borrower's covenants and reteements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind an 2 b ment the successors and assigns of Lender and Borrower, subject to the provisions oy fire original personner of preclude "ine exercise of any right or remedy.

I. Successors and Assigns Joint and Several Liability; Co-signers.

I. Successors and Assigns Joint and Several Liability; Co-signers. The covenants and agreements of

under the Mote or by making a direct payment to Borrower. If a reft nd reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (b) ary 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 12. Loan Charges. If the loan secured by the security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted so that the interpreted so that the interpreted so that the interpreted by the amount connection with the loan exceed the permitted limits, there is any such loan charge shall be reduced by the amount that Borrower's consent.

13. Legislation Affecting Lender's Rights. If enactment are repiration of applicable laws has the effect of rendering any provision of the Mote of this Security Instrument unenfortes le according to its terms, Lender, at its option, partial prepayment without any prepayment charge under the Note

14. Notices. Ti dqsragsraq 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 tare the steps specified in the second paragraph of

in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Leader when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by Any notice to Borrower provided for in this Security Instituted taking be given by delivering it or by

Note are declared to be severable, which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the 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 Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) withour Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote 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 (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is round or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower in Borr

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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

## UNG FOR PY

THIS CONDOMINIUM RIDER is made this 17TH day of MAY . 19 89, 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 of the same date and covering the Property described in the Security Instrument and located at:

(the "Lender")

5100 N. MARINE DR. #11 H

CHICAGO, IL 60640

(Property Address)

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

5100 MARINE DR. CONDOMINIUM

[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.

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

- A. Condomiration 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, an time 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 policy on and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then
- (i) Lender waives the province 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 unde 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 to claimages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pact 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 condomnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the privision 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 to erage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leight, 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.

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