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: RECORDED 12/11/98 15:13:16
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

AP # : 1705940

MORTGAGE

⑥3676/3
**THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 26
19 90 The mortgagor is JAMES H. SOKOLOWSKI AND BARBARA H. SOKOLOWSKI, HIS WIFE,
ELIZABETH ANN SOKOLOWSKI, 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 ONE HUNDRED TWENTY THOUSAND SIX HUNDRED AND NO/100**

Dollars (U.S. \$ 120,600.00). 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 DECEMBER 1, 1997 . 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:

This instrument has prepared by: J. ALITO

SEE ATTACHED LEGAL DESCRIPTION
F.I.N. 03-08-201-038-1115



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

Unit No. 16-3 in Covington Manor Condominium as delineated on a
survey of the following described real estate: Part of the East 1/2
of the North East 1/4 of Section 8, Township 42 North, Range 11,
East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of
Condominium recorded as Document No. 27412916 and amended from time
to time together with its undivided percentage interest in the
common elements in Cook County, Illinois.

PERMANENT INDEX NO. 03-08-201-038-1115

which has the address of 566 PARKVIEW TERRACE
Illinois 60089 [Street]
[Zip Code]

("Property Address");

BUFFALO GROVE
[City]

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

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

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

-90-602096

0861. *Amphibolite* 44° 30'

GIVEN under my hand and officiate; seal, this

My Communion experience:
Aug. 28, 1993

—she was described as the foregoings instruments, appeared before me this day in person, and acknowledged that

I, JANICE R. BAKERSKI, Notary Public in and for Allida County and State,
do hereby certify that JANICE R. BAKERSKI, Bakerski, LLC,
and ALLIDA COUNTY AND BAKERSKI, LLC,
personally known to me to be the same person(s) whose name(s)

1. **Enacted** by **Resolution**

STATE OF ILLINOIS,

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument

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- Adjutant/Ride
- Condominium Rider
- 1-4 Family Rider
- Graduated Pneumatic Rider
- Planned Unit Development Rider

29. **Lawsuit** In **Procedural**, Upon any acceleration under paragraph 19 or abandonment of the property and at any time thereafter, fees and costs of title evidence.

Instrument without further demand and may terminate this Security Instrument by judicial proceeding. Underer shall be entitled to recover all expenses incurred in pursuing the remedies available to him under this instrument, including attorney's fees.

19. Acceleration of Remedies. Under the notice shall give five days to receive information and shall furnish a brief outline following Borrower's breach

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UNIFORM COVENANTS, BETWEEN BORROWER AND LENDER, MADE AND AGREED AS FOLLOWS:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly household 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. 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, after 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 household 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; Leases. 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.

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have equipment of this Security instrument discarded at any time prior to the earlier of: (a) 5 days (or such other period as applicable) from the date of this Security instrument (or reinstatement), before sale of the Property pursuant to any power of sale or repossessory power, or (b) carry out a judgment entitling him to this Security instrument. Those conditions are Borrower; (a) pays Lender all sums which he would be due under this Security instrument and the Note had no acceleration occurring; (b) carries out any default of any other covenant or agreement; (c) pays all expenses incurred in foreclosing this Security instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the loan of this Security instrument is discharged. Upon release of this Security instrument, Lender's rights in the Property as set forth in this Agreement shall terminate.

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 accrued by this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke all remedies available without further notice or demand on Borrower.

sums secured by this Security Instrument, however, this option shall not be exercised by Lender if exercise is pro-
hibited by federal law as of the date of this Security Instrument.

32. Borrower's Copy. Borrower shall be given one countersigned copy of the note and of this Security instrument.
33. 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

The Note constitutes written application now, such documents shall not affect other provisions of this Security Instrument.

The given address is provided in this paragraph.
power. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender.

14. Notifies, 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 notice to be given otherwise. The notice shall be directed to the address of the Borrower set forth in the Note or in the instrument creating the debt, if different.

13. **Leasing**: If applicable laws require a landlord to maintain or repair a rental property, the lessor may be liable for damage to the property caused by the lessee's negligence.

12. **Loan Charges.** If the loan is secured by the 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 limit, 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 or from Borrower will be retained as a partial prepayment, charge under the Note.

10. Borrower Not Release: Furthermore Note a Waiver. Extension of the time for payment of the loan of amount sums secured by this Security instrument granted by Lender to any successor in interest or Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest from the obligation to pay the sum due under this Note.

If the property is unclaimed by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make him whole or settle his claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restore or repair

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, 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 ratio of the fair market value of the part sold to the original value of the Property, divided by (b) the fair market value of the part sold to the original value of the Property, divided by (a) the total amount of the sums secured by this Security instrument.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation and taking of other property, or for conveyance in lieu of condemnation, are hereby

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.

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this **26TH** day of **NOVEMBER**, 19**90**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the 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:

566 PARKVIEW TERRACE BUFFALO GROVE, ILLINOIS 60089

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of **DECEMBER 1, 2020**, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) I must, against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument, not exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

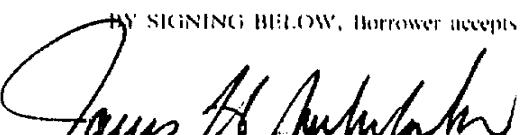
4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

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

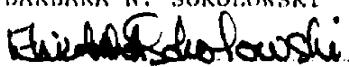

JAMES H. SOKOLOWSKI

(Seal)
Borrower

(Seal)
Borrower


BARBARA N. SOKOLOWSKI

(Seal)
Borrower


ELIZABETH ANN SOKOLOWSKI

(Seal)
Borrower
/Sign Original Only

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