RECORD AND RETURN TO CENTRUST MORTGAGE CORPOR 350 SOUTHWEST 12TH AVENUE

DEERFIELD BEACH, FLORIDA 33442

30004943

DEPT-01 RECORDING TH4444 TRAN 2209 01/04/90 10:34.00 *-90-004943 184972 30 H COUNTY RECORDER

i Space Above This Line For Recording Data!

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 22 MARK W. HEUER AND ELLEN B. HEUER , HUSBAND AND WIFE A9 . The mort agor in

("Borrowor"). This Socurity insignment is given to ILLINOIS CORPORATION

FIRST HOME MORTGAGE CORPORATION, AN

THE STATE OF ILLINOIS which is organized and existing under the laws of 419A EAST EUCLID AVENUE, MOUNT PROSPECT, ILLINOIS 60056

, and whose address is

("Londer").

LIGHTY THREE THOUSAND SEVEN HUNDRED AND 00/100-----Borrower awas Londor the principal sum of

----- Dollars (U.S.\$ 87, 700.00). This dobt is ovidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for incatally payments, with the full debt, if not paid earlier, due and payable on This Security in trumont secures to Londor: (a) the repayment of the debt evidenced by the **JANUARY 01, 2020** Note, with interest, and all renewals, extensions and mudifications; (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 door hereby mortgage, grant and convey to Lender the following described COOK property located in County, Illinoin:

UNIT 16-6 IN THE HAMPTONS TOWNHOME CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: THAT PART OF THE MORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 2726941 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. PIN:07-26-200-014-1060

which has the address of

279 UNIT A GREENSBORO COURT

ELK GROVE VILLAGE

Illinois

60007 (Zip Code)

("Proporty Address");

TOGETHER WITH all the improvements new or hereafter erected on the property, and all ensuments, rights, appurtunances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures new or hereafter a part of the property. All Security limit water and it difficulty regarded by 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 oncumbrances of record.

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

tLLINGIS-Single Family- FNMA/FHLMC UNIFORM INSTRUMENT

Page 1 of 4

Burke & Assectates, P.C. - Closing Services Division

UNIFORM COVENANTS. Borrover and Londer covenan and of Walk llows.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of *p+4 interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

3. 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 escrew items. Lender may not charge for helding and applying the Funds, analyzing the account or verifying the escrew 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 the 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 escrew items, shall exceed the amount required to pay the escrew 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 escrew 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 (...) 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. In the applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges durinder the Note; second, to propayment charges durinder 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 it that manner, Borrower shall pay them on time directly to the person ewed payment. Borrower shall promptly furnish to Lender all natices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender reselves 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 properties to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's printed operate to prevent the enforcement of the lien or ferfeiture of any part of the Property; or (c) secures from the holder of the lien (a agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Londer determines that any part of the Property is adject 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 less by fire, hazards included within the term "extended coverage" and any other hazard; for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The Paurance carrier providing the Insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renownle shall be acceptable to Londor and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renownle. If Londor requires, Borrower shall promptly give or needer all receipts of paid premiums and renownless. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leveley. Lender may make proof of loss if not made promptly by Borrower.

Unless Londer 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 Londer's security is not lessened. If the restoration or repair is not economically feasible or Londer'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 Londer that the insurance carrier has effered to settle a claim, then Londer may collect the insurance proceeds. Londer 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 SC-day period will begin when the notice is given.

Unless Londer and Borrower atherwise agree in writing, any application of proceeds to principal shall not extend to postpone the due date of the monthly payments referred to in parsgraphs 1 and 2 or change the amount of the payments. If under paragraph 10 the Property is acquired by Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property: Losseholds. 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 logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation 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 atternoys' 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 Londor under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londor 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 Londor to Borrower requesting payment.

Mr. 14/2 EH

If Lender required mortgage insurance as a condition of habin fine in a source with Security Instrument, Borrower shall pay the promiums 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 Londor atherwise 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 Londor to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londor within 30 days after the date the notice is given, Londor 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 Lander Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Londor 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.

11. Successors and Assign? Pound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bone it the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be join 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 Londer and any other Borrower may agree to extend, modify, forbur or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 born 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 ewed under the Note or by making extract payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge update the Note.

18. Legislation Affecting Lender's Rights. If exactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its or a. Londer, 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, Londer 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 (ns.) be directed to the Property Address or any other address Borrower designates by notice to Londer. Any notice to Londer shall be given by first class mail to Londer's address stated herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided in this paragraph.

16. Governing Law Severability. This Security Instrument shall be governed by educal 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 governed 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 I roperty 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 parture, 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 Instrumer.

If Londer exercises this option, Londer 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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Londer may invoke any remedies permitted by this Security Instrument without further notice or demand on Berrower.

18. Borrower's Right to Reinstate. If Borrower mosts certain conditions, Borrower shall have the right to have enforcement of this period for the Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for constatement) 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. These 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 attenneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lies of this Security Instrument, Londor'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 accoleration had occurred. However, this right to reinstate shall not apply in the case of accoleration under paragraphs 13 or 17.

M. M. CH

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 22ND day of DECEMBER , 19 89 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Doed of Trust or Security Doed (the "Security Instrument") of the same date given by the FIRST HOME MORTGAGE CORPORATION, undersigned (the "Borrower") to secure Borrower's Note to

AN ILLINOIS CORPORATION

(the "Londer") of the same to

and covering the Property described in the Security Instrument and located at:

279 UNIT A GREENSBORO COURT, ELK GROVE VILLAGE, ILLINOIS 60007 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: THE HAMPTONS TOWNHOME 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 Borrowor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Londor further covenant and are 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: (1) Declaration or any other document which creates the Condominium Project; (11) 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 [woments.

B. Hazard Insurance. So long at 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 hexard 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 Owi ers 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 Bo rover are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Postower.

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 Londor.

D. Condemnation. The proceeds of any award or claim for damegor, 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 Londor. Such property shall be applied by Londor 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 Line or 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 abandon nent 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 Uwier, 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 focur ty Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursance it 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 Condeminium hider.

Mach At, He

Ellen B. Hever

(Seed)

MULTISTATE CONDOMINIUM RIDER: Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Burks & Associates, P.C. - Closing Services Division

NON-UNIFORM COVENAN

19, Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's broach 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 ours the default; (c) a date, not less that 80 days from the date the notice is given to Borrower, by which the default must be oured; 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, forcelosure 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, Londer 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 attornoys' 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, Lendor (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. Upor payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. do wer shall pay any recordation costs.

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

23. Riders to this Se our ty Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and a greements 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(os)]

Adjustable Rate Ride	Condominium Ridor	1-4 Family Ridor	
Graduated Payment Rider	Planned Unit Development	Ridor	
Other(s) (specify)			
BY SIGNING BELOW, Borrower accepts and agreexecuted by Borrower and recorded with it.	Munde	A. Alexan	dor(s) (Seal)
	MARK W. HEUER	3. Hense	(Soal)
	ELILN B. HEUER		(Soul)
•	C _/		(Seal)
		4,	}arrower
State of Illinois, County of Notary IMPRESS that SEAL persons scribed HERE and ack	ally known to me to be the same to the foregoing instrument appear nowledged that Shank act, for the user	ss. I./h. undersigned, a State aforese 1./.o hereby certify person whose name, s) are sub- red before me this day in person, it delivered the said instrument as s and purposes therein set forth.	
Given under my hand and official OFFICIAL SEAL Commission hap real kins	Seal, thisday or	Algorial	į.
Notary Public, State of Illinois My Commission Expires Mar. 11, 1992 IL 741	NOTAF	90004343	•