## UNOFFICIAL COPY

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DEPT-01 RECORDING

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OOK COUNTY RECORDER

AP # . 2329123

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 1

990 The mortgagor is PATRICIA E. FOSTER, A SPINSTER

("Borrower"). This security Instrument is given to CENTRUST MORIGAGE CORPORATION

which is organized and enstire under the laws of CALIFORNIA 350 S.W. 121H. AVE., DEERFIELD BEACH, FL 33442

, and whose address is

("Lender").

Borrower owes Lender the principal sum of FORTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100

Dollars (C.S. \$ 47,700,00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrumer. (Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEGRUARY 1, 2020 This Security Instrument secures to Lender: (a) the repayment of the debt evitenced 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 coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, (rant and convey to Lender the following described property located in COOK

SEE ATTACHEL LEGAL LESCRIPTION

This instrument was prepared by: D. COMMING

FACE OF AND PERMIT HOST CORPORATION 350 S A. 12TH. AME.

DEER IELD BEACH, FL. 33442

P.I.N.: 29-17-412-000-1006 VOL 031

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which has the address of 15832 SOUTH TERRACE DRIVE, UNIT # 3N . (Street)

OAK FOREST

[City]

Illinois 60452

("Property Address");

[Zip Code]

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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

-6(IL) (\$902)

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cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance twelfth of: (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly leasehold Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") equal to one-2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

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.

which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security rower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Boragree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender The Funds shall be held in an institution the deposits or accounts of which are insured or anaranteed by a federal or

necessary to make up the deficiency in one or more payments as required by Lender. of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at It the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the

immediately prior it : 1/2 to le of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-Funds held by Lender, it under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon paymen in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

i and 2 shall be applied: first, to inte charges due under the Mote; second, to prepayment charges due under the Mote; third, 3. Application of Pryme op. Unices applicable law provides otherwise, all payments received by Lender under paragraphs tion as a credit again it the sums secured by this Security Instrument.

4. Charges: Llease. Borrowed chall pay all taxes, assessments, charges, fines and impositions attributable to the Properto amounts payable under peregroph 2; fourth, to interest due; and last, to principal due.

the payments. under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment. Jorrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner provinced in paragraph 2, or if not paid in that manner, Borrower shall pay them on ty which may attain priority over this Servity instrument, and leasehold payments or ground tents, if any. Borrower shall

is subject to a lien which may attain priority over this Secutive instrument, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this Security insipument. If Lender determines that any part of the Property the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement the lien by, or defends against enforcement of the lien in Assal proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secured by in lien in a manner acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower; (a) agrees

All insurance policies and renewals shall be acceptable to Lender and snall include a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's at pro' at which shall not be unreasonably withheld. insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended coverage" Ind any other hazards for which Lender requires 5. Hazard Insurance. Borrower shall keep the improvements new citating or hereafter erected on the Property insured the lien. Borrower shall satisfy the tien or take one or more of the actifuis set forth above within 10 days of the giving of notice.

Lender. Lender may make proof of loss if not made promptly by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts

to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Proprower abandons the Property, or does not answer within 30 days a notice from Lender that the insular se carrier has offered applied to the sums secuted by this Secutity Instrument, whether or not then due, with any exceed 🔑 to Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be lessened, the parignue proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's courty is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall % applied to restoration or repair

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

erry or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will segin when the

notice is given.

6. Preservation and Maintenance of Property; Lenseholds. Bottower shall not destroy, damage or substantially change Instrument immediately prior to the acquisition.

shall not merge unless Lender agrees to the merger in writing. shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower

under this paragraph 7, Lender does not have to do so. in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secuted by a lien which has priority over this Secutity Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights 7. Protection of Lender's Rights in the Property; Mortgage Insurance, if Borrower fails to perform the covenants and

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

If Lender required nor gage insurance at a condition of making the lean wearened by this Security Instrument, Borrower shall pay the plem una required to maintain the ileast noe is effect who such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

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

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

payments.

10. Borrow r Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be 'er' o'red to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise nor ify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a wa'rer of or preclude the exercise of any right or remedy.

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

12. Loan Charges. If the loan secured by this Sourity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the inverest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (5) may sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

of paragraph 17.

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

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

ment and the Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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free and voluntary act, for the uses and purposes therein	gned and delivered the said instrument as HER
	ibscribed to the foregoing instrument, appeared before me
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	nent without charge to Borrower. Borrower shall pay any rec
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Lender or the receiver shall be applied first to payment of	ointed receiver) shall be entitled to enter upon, take possessing Property including those past due. Any rents collected by
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	o coffect all expenses faculted in pursuing the remedies provided ittorneys's tees and costs of title evidence.
ity Instrument by judicial proceeding. Lender shall be entitled	late specified in the notice, Lender at its option may require in natrument without further demand and may foreciose this Secur
	h od the mointaint of the state witter acceleration that he interest in the seceleration of the moint of the secoleration of t
sand sale of the Proporty. The notice shall further inform	hat failure to cure the default on or before the date specified by this Security lustrument, foreclosure by judicial proceedia
(c) the default; (b) the action required to cure the default; (c)	applicable law provides otherwise). The notice shall specify: (a a date, not less than 30 days from the date the notice is given
dorrower prior to acceleration following Borrower's breach	
further coverant and agree as follows:	NON-UNIFORM COVENANTS. Borrower and Lender

# UNOFFICIAL CORY

#### LEGAL DESCRIPTION:

UNIT ROYAL OAK III, AS DELINEATED ON SURVEY OF LOT 2, IN OAK FOREST TERRACE, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM MADE BY OAK FOREST TERRACE, INC., AS DEVELOPER, AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22116274, TOGETHER WITH AN UNDIVIDED 18.556704 INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), TOGETHER WITH BASEMENTS RECITED IN DECLARATION OF CONDOMINIUM AND ALSO THOSE EASTMINTS SHOWN ON PLAT OF SUBDIVISION RECORDED AS DOCUMENT NO. 21942392.

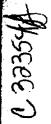
#### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 ON PLAT OF OAK FOREST TERRACE SUBDIVISION RECORDED AS DOCUMENT NUMBER 21942392 AND AS SET FORTH IN THE TERRACE MAINTENANCE ASSOCIATION AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT NUMBER 22073461 AND AS CREATED BY DEED FROM OAK FOREST TERRACE, INCOMPORATED, A CORPORATION OF ILLINOIS, TO KAREN M. HAUCK, NECORDED FERUARY 18, 1973 AS DOCUMENT NUMBER 22234943 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

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### **UNOFFICIAL COPY**

FORSELL PROPERTY SALES OF THE S 300+ Colling Clert's Office



### UNOPPONTAL COPY 7

THIS CONDOMINIUM RIDER is made this 1ST day of FEBRUARY, 1990, 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

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

15832 SOUTH TERRACE DRIVE #3N (Property Address)

OAK FOREST ILLINOIS 60452

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

OAK FOREST TERRACE 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.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lev de: 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 hazar 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 hereof a signed 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 rovision is for the express benefit of Lender;

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

or

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Leader may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower sec ared by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interes 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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MULTISTATE CONDOMINIUM RIDER—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

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