RÉCORD AND RETURN TO CENTRUST MORTGAGE CONPORAT 350 SOUTHWEST 12TH AVENUE DEERFIELD BEACH, FLORIDA 33442

> COOP COUNTY RECORDER

> > 90086289

(Space Above This Line For Recording Data) 194202-0

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 31 19 . The mort anyor is EUGENI A. SALGANIK AND JANE SALGANIK , HIS WIFE

("Borrower"). This Security Insumment is given to ILLINOIS CORPORATION

FIRST HOME MORTGAGE CORPORATION, AN

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

419A EAST EUCLID AVENUE, MOUNT PROSPECT, ILLINOIS 60056

("Lendor").

KINETY THOUSAND AND 00/100---Borrower owes Lender the principal sum of

35,000,00 ----- Dollars (U.S.\$). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for head ayments, with the full debt, if not paid earlier, due and payable on FEBRUARY 01, 1997 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and medifications; (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:

THE SOUTH 1/2 OF LOT 74 IN WEST CAKS SUBDIVISION UNIT NO. 1. A SUBDIVISION IN SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN 09-15-219-027.

which has the address of

9342 MAPLE LINE

(Street)

DES PLAINES

Illinois

60016 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements new 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 demant a, 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 UNIFOR'M INSTRUMENT

Form 3014 12/83

UNOFFICIAL COPY

Property of Coot County Clert's Office

UNIFORM COVENANTS. BUT WOT A GOOD PROFIT AND BUT OF THE COUNTY OF THE CO

1. Payment of Principal and Interest; Presayment 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 o 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 ary. 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 is 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 credit; 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 some secured by this Security Instrument.

If the amount of the Funds held by Lender, t gether 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 an edited 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 the Borrower shall pay to Londor any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of ill sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 's 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 of Linder, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Phyments. Unless applicable law provides otherwise, all payments received by London under paragraphs 1 and 2 shall be applied: first, to into 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 the xes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and 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 notice. If 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) contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender', 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 as 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 Londer requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Londer's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a stendard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender r quires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prempt 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 n writing, insurance proceeds shall be applied to ristoration 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 neglected assignment, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within any use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, which is not then due. The sums use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, which is not then due. The sums secured will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend empostpone the due date of the monthly payments referred to in paragraph 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 feetitle to the Property, the leasehold and fee title shall not merge unless Leader 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 lion 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 lose.

Any amounts disbursed by Lender under this preagraph 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.

If Lender required mortgage maurance as a condition of making loan secured by this security Instrument, 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 or as plicable law.

- 8. Inspection. Lender or its agent may racke reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection spec fying reasonable cause for the inspection.
- 9. Condemnation. The proceeds of any avard 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 Be crower.

If the Property is abandoned by Borrower, or of, 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 restors tion 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 paragraph : 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearance By Lender Nota Waiver. Extension of the time for payment or amortization of the au as 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 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 an domand made by he original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remed, shall not be a waiv r of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns 40 and; 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 covenants and agreements shall be joi it 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 in ortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally of ig 1 d to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, for ar or 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 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 chirges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be red seed by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted in its 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 of enginetion of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms funder, 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 1%.
- 14. Notices. Any notice to Borrower provid d for in this Security Instrumen, 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 designates 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 fedoral law and the law of the jurisdiction in which the Property is located. In the event that any pro ision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Sec arity Instrument or the Note which can be given effect 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 Institutions.
- If all or any part of the Projecty or any interest in it is sold or 17. Transfer of the Property or a Beneficia Interest in Borrower. transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) wit out Lender's prior written consent, Lender may, at its option, require immed ate payment in full of all sums secured by this Security Institution. 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, Londer shall give Borrower notice of acceleration. The notice shall provide a period prox less than 30 days from the date the notice is delivered or mailed wi hin 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 Borrower.

18. Borrower's Right to Reinstate. If Borr wer 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 a enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this C 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 tion 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.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following 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 up cify: (a) the default; (b) the action required to cure the default; (c) a date, not less that 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 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, Lender at its option may require immediate payment in f dl 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

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, Londer (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 sayment 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 sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Be ero ver shall pay any recordation costs.

22. Waiver of Homestand. Borrower waives at right of homestand exemption in the Froperty.

23. Riders to this Socrety Instrument. It one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and

agreements of this Security Ir. try ment as if the rider(s) we	ere a part of this Security Instrume	ent. [Check applicable box(es)]	
Adjustable Rate Ride	Condominium Rider	1-4 Family Rider	
Graduated Payment Refer	Planned Unit Dovelopment I	Rider	
Other(s) [specify] BALLOON RIDER	BALLOON RIDER		
BY SIGNING BELOW, Borrower accepts and agrees to executed by Borrower and recorded with it.	he terms and covenants contains	d in this Security Instrument and in	any rider(i
	Fei a.	Var_	(Seal)
	Cane Salia	ganik	(Scal)
	JANE SALGANIK C	,	·Borrowe
·			·Horrowe:
·		9	Borrowsi
[Space Belo	w Thin Line For Acknowledgment]	T'S	
		O _{/Sc.}	
State of Illinois, County of Sounds of Note y Publishers that	polic in and for said County, in the	State aforesaid, do hor, or certify	e Y

Aus.

SEARDY P SCHWART personally known to me to be the same person whose name(s) are sub-NOTARY PUBLIC STATE OF State of the foregoing instrument appeared before me this day in person,

му сожень из јам апри :knowledged that h e signed ard delivered the said instrument as

ILL 141

MAIL TO CENTRUST MORTGAGE CORPORATION ATTN CORRESPONDENT POST CLOSING 350 SW 12TH AVE DEERFIELD BEACH FICRIDA 33442

Commission Expires _

OPPICIAL SEAL

Given under my hand and official seal, this

UNOFFICIAL COPY

011011101112
BALLOON RIDER (CONDITIONAL MODIFICATION & EXTENSION OF LOAN TERMS)
HIS BALLOON RIDER is made this31ST day of JANUARY
9342 MAPLE LANE DES ILAINES. ILLINOIS 60016 (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 It strument and this Rider. The Lender or anyone who takes the Note, the Security Insurament 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 (deep to anything to the contrary contained in the Security Instrument or the Note):
1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS At the majority date of the Note and Security Instrument (the "Maturity Date"), I will be able to extend the Maturity Date to
4 CONDITIONS TO OFFICIAL

If I want to exercise the Conditional Modification and Extension 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"); (211 a ast 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) no lien against the Property (coopt for taxes and special assessments to yet due and payable) other than that of the Security Instrument may exist; (2), the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written to less to the Note Holder as provided in Section 5 below.

3. CALCULATING THE MODIFIED NOTE KATE

The Modified Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required in yield for 30-year fixed rate mongages in bject to a 50-day mandatory delivery commitment, plus one-half of one percent (C.5%), rounded to the nearest one-eight of one percent (0.125%) (the "Modified 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 Modification as I Extension Option. If this required not yield is not available, the Note Holder wal determine the Modified Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the Modified Note Rate as cilculated in Section 3 above is not greater than 5 percentage points above the Note hate and all other conditions required in Section 2 above are satisfied, the Mote 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 all other sums I will owe under the Note and Security Instrument on the Martirity Date (assuming my monthly payments with are current, as required under Section 2 above), over the remaining extended term at the Modified Note Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Note is fully paid.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OFFICE

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Dat, and advise me of the principal, a crued but unpaid interest, and all other sams I am expected to owe on the Maturity Date. The Mate Holder also will advise the that I may exercise the Conditional Mexification and Extension Option if the conditions in Section 2 above are met. The to see Holder will provide my payment reco: I information, together with the name, title and address of the person representing 2 Note Holder that I must notify in order to exercise the Conditional Modification and Extension Option. If I meet the ...litions of Section 2 above, I may exercise the Conditional Modification and Extension Option by nou', ing the Note Holder later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based on the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of my notification is received by the Note Eatder 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 aturity Date the Note Holder will advise me of the new interest rate (th: Modified Now Rate), new monthly payment amount a date, time and place at which I must appear to sign any document required to complete the required note modification Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated and updating the title insurance policy, if any,

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

(Seal) Bostower	Garile	Jane Sal	(Scal) .	En a la	حث
	C)	JANE SALGANIK	Borrower	EUGENE A. SALGANIK	
(Sign Original Only)		·	(Scal) Borrower		**************
(page 1 of 1 page)	Form 3180 8/89		Mae Uniterm Instrument	TISTATE BALLOON RIDER—Single Family—Fan: le Mi	MULTISTATE BAI