90105582

[Space Above This Line For Recording Data] 194356-6

MORTGAGE

THIS MORTGAUR ("Security Instrument") is given on FEBRUARY 26 KENWETH D. HOGREFE AND AMY REED HOGREFE, HUSBAND AND WIFE 90 . The mort agor is

("Berrewer"). This Security instrument is given to ILLINOIS CORPORATION

EASTERN PIONEER HORTGAGE CO., AN

THE STATE OF ILLIMOIS which is organized and existing under the laws of 6163 MORTH BROADWAY, CHICAGO, ILLINOIS 60660

servower owes Lender the principal sum of SEVENTY THOUSAND AND 00/100-----

----- Dollars (U.S.\$ 70,000.00). This dobt is evidenced by Borrower's note dated the same this Security Instrument ("Note"), which provides for no allily payments, with the full debt, if not paid earlier, due and payable on This Security Lastrument secures to Leader: (a) the repayment of the debt evidenced by the MARCH 01, 2020 Note, with interest, and all renewals, extensions and modifications (b) the payment of all other same, with interest, advanced under aragraph 7 to protect the security of this Security Instrument; and (c) the performance of Barrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does her sby mortgage, grant and convey to Lander the following described County, Illinois: COOK property lecated in

90105582

Unit 203 together with its undivided percentage interest in the common elements in Byron Greystone II Condominium as delineated and defined in the Declaration recorded as Document No. 25374132, in the Northeast 1/4 of Section 20/ Township 40 North, Range 14, East of the Third Principal Meridian, in Cock County, In Incis.

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which has the address of

3842 NORTH SHEFFIELD #203

(Street)

CHICAGO

Masis

INV 2228 (223) M

60613

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ensuments, rights, appartenances, re regulties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or herselfer 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, great and convey the Property and that the Property is unencumbered, except for encumbrances of record. Berrower warrants and will defend generally the title to the Preperty 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 occurity instrument covering real property.

ILLINOIS-Single Family- FHMA/FHLMC UNIFORM INSTRUMENT

Burke & Associates, P.C. - Clock

Form 3014 12/03

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UNIFORM COVENANTS. Boltoyer and bend recoverant in the present the page: COPY

I. Payment of Principal and Interest; Propayment and Late Charges. Borrover shall premptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and lete charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londor, Berrower shall pay to Londor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to con-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessohold payments or ground reats on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "encrew items." Londor may estimate the Funds due on the basis of current data and reasonable estimates of future occurs items.

The Punds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Leader if Lender is such an institution). Leader shall apply the Punds to pay the occurs items. Leader may not charge for helding and applying the Funds, analyzing the account or verifying the eccrow items, unless Leader pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Leader 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 anatomes. Borrower and Leader 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, Leader shall not be required to pay Borrower any interest or earnings on the Funds. Leader shall give to Borrower, without charge, an anomal 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 ploiged as additional accurity for the sums accured 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 dec dates of the excrew items, shall exceed the amount required to pay the excrew 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 hold by Lender is not sufficient to pay the excrew items where 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, Londer shall promptly refund to Berrower any Funds held by Londer. If under paragraph 15 the Property is sold or acquired by Londer, Londer shall apply, so later than immediately prior to the sole of the Property or its acquiredby Londer, any Funds held by Londer at the time of application as a credit against the sums accured by this Security Lastrament.

3. Appliention of Payments. Union, applicable law provides otherwise, all payments received by London 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 asseunts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Borrover shall pay all loves, 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 those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay those on time directly to the person owed payments. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.

Berrower shall promptly discharge any lien which has p for ity over this Security Instrument unless Berrower: (a) agrees in writing to the payment of the obligation occurred by the lien in a manner occupitable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien or forfaiture of any part of the Property; or (c) accurred from the holder of the lien an agreement satisfactory to Londer subordinating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londer may give Berrower a notice identifying the lien. Borrower shall or lief 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 hazards for which Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Lendor requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lendor's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a structure mortgage clause. Londer shall have the right to held the policies and renewals. If Lender requires, Borrower shall promptly give to it, after all receipts of paid premiums and renewal solices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. I noder may make proof of less if not made premptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not lesses of if the restoration or repair is economically feasible and Lender's security is not lesses of if the restoration or repair is not economically feasible or Lender's security would be lessesed, the insurance proceeds shall be applied to race a sum secured by this Security Instrument, whether or not then due, with any excess paid to 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 rany uan the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, who have or not then does. The 36-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of preceeds to principal shall not extend of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the sequisition; 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; Lescabelds. 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 lessahold, Borrower shall comply with the previsions of the lesse, and if Borrower acquires fee title to the Property, the lessahold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lander's Rights in the Property; Mortgage Insurance. If Berrower 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 prority over this Security Instrument, appearing in court, paying reasonable attorneys' feet and entering on the Property to make repairs. Although Lender may take action under this persgraph 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 Betrower 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.

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If Leader required mortgage insurance is a condition of staking the total sectors that Sectrily Instrument. Berrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Berrower' and Leader'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 matter at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 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 bareby assigned and shall be paid to Leader.

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 London 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 feir 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, Lander 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 Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Berrower Not Released; Porbearance By Lender Not a Walver. Extension of the time for payment or medification of amerization of the same occurred by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence precedings against any successor in inferest or refuse to extend time for payment or otherwise modify amerization of the same secured by this Security lastrument by reason or one demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender In contribute or remarks and right or remarks and so be a waiver of or proclude the exercise of any right or remarks.

11. Successors and Assigns Bound; 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. Servewer's covenants 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 of the 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, for some make any accommodations with regard to the terms of this Security Instrument.

23. Lean Charges. If the lean secured by this Security Instrument is subject to a law which sets maximum lean charges, and that lew is finally interpreted so that the interest or other was charges collected or to be collected in connection with the lean exceed the paralited limits, then: (a) any such lean charge shall be reduced by the amount necessary to reduce the charge to the paralited limit; and (b) any sums already collected from Borrower which exceeded permitted I sains will be refunded to Borrower. Leader may choose to make this refund by reducing the principal owed under the Note or by making a funct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge under the Note.

18. Logislation Affecting Londor's Rights. If ensciment (r expiration of applicable laws has the effect of readuring any provision of the Note or this Security Instrument unexperceable according to its terms. Londor, at its option, may require immediate payment in full of all comes secured by this Security Instrument and may invoke any remedian permitted by paragraph 19. If Londor exercises this option, Londor shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instruct at 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 Berrower designates by notice to Lender. Any notice to Lender shall be given by first class well to Lender's address obtained herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be desired to have both given to Borrower or Lender when given as provided in this paragraph.

18. Governing Law: Severability. This Security Instrument shall be governed by four I law and the law of the pariediction 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 Instrument and the Note are declared to be severable.

- 16. Regresser's Copy. Barrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Seneticial Interest in Borrower. If all or any part of the Property or any interest in it is seld or transferred and Borrower is not a natural personal (Notest Landor's prior written cannot, Landor may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be expected by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londor exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a person 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 Latrament. If Borrower fails to pay those same 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. Becrewer'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) 6 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 Londer all suchs which then would in due under this Security Instrument and the Note had no acceleration occurred; (b) curse any default of any other consensus or agreements; (c) pays all expanses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' fees; and (d) takes such action as Londer may reasonably require to assure that the lien of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon relastatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to relastate shall again in the asset of acceleration under paragraphs 13 or 17.

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19. Asselvation: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's bre mant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 15 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (a) a data, not less that 80 days from the date the notice is given to Berrower, by which the default must be sured; and (d) that failure to sure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, fereciesure by judicial proceeding and cale of the Property. The actics 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 ower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demay fermione this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses insurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable atternays' fees and costs of title evidence.

30, Lander in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Leader or the receiver shall be applied first to payment of the costs of management of the Property and collection of rants, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' foce, and then to the sums secured by this flavority Test/Kennet.

21. Release. Upon fairment of all sums secured by this Security Instrument, Leaser shall release this Security Instrument without arge to Borrower. Burn or shall pay any recordation costs.

22. Waiver of Bomest ad. Borrower waives all right of homestead exemption in the Property.

28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and appements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instruct ent as if the rider(s) were a part of this Security Instrument. [Check applicable ben(es)]

Adjustable Rate River	Condominium Klast	14 Family Mose
Graduated Payment Rider	Plazned Unit Development R	ider
Other(s) {specify}		
BY SIGNING BELOW, Berrower accepts and ag	rees of the terms and covenants contained	in this Security Instrument and in any rider(
executed by Borrower and recorded with it.	Kan Dild	(Seal)
	TEMETH D. HOCK	Al roule
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	C	(Break)
		4
State of Illinois:	os Bolow This Line For Asknowledgment)	0

County of Cook:

I, The Undersigned a Notary Public in and for said county and state, do hereby certify that Kenneth D. Hogrefe and Amy Reed Hogrefe, his Wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of February, 1990

CENTRUST MORTGAGE 350 SN 12TH AVE DEERFIELD BEACH FLORIDA 33442 ATTIN CORRESPONDENT POST CLOSING

My Commission empires

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County Clark's Office

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26TH FEBRUARY THIS CONDOMINIUM RIDER is made this day of , 19 90 , and is incorporated late and shall be ed to amond and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the sissed (the "Borrower", to secure Borzower's Note to EASTERN PIONEER MORTGAGE CO...

AM ILLIMOIS CORPORATION

(the "Leader") of the same date

ad covering the Property described in the Security instrument and located at:

3842 MORTH SHEFFIELD #203, CHICAGO, ILLINOIS 60613 (Property Address)

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

BYRON GREYSTONE II (Name of Condominium Project)

the "Condensisium Project"). If the owners association or other entity which acts for the Condensialum Project (the "Owners Association") halds title to property for the benefit or use of its members or shareholders, the Property slee includes Berrower'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 Lander further covenant and ar ec 10 follows:

A. Condominium Observations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent suments. The "Constituent Documents" are the: (1) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and directher equivalent documents. Borrower shall promptly pay, when due, all dues and expensements imposed pursuant to the Constituent Drawments.

B. Hazard Insurance. So long an the Owners Association maintains, with a generally accepted insurance carrier, a "mester" or "blanket" policy on the Condominium Project which is satisfactory to Londer and which provides insurance coverage in the amounts, for the periods, and against the hexards Londor requires, in he/ing fire and hexards 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 peats for hazard insurance on the Property and

(ii) Borrower's obligation under Uniform Cov. agat 5 to maintain hazard insurance coverage on the Property is deemed setisfied to the extent that the required coverage is provided by the O and a Association policy.

Borrower shall give Lender prompt notice of any larger in required hazard insurance coverage.

In the event of a distribution of hazard insurance prices do in lieu of restoration or repair following a lose to the Property, whether to the unit or to common elements, any proceeds payable to Borra wer are hereby assigned and ahad be paid to Leader for application to the sums secured by the Security Instrument, with any excess paid to Bor . wer.

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 or ent of coverage to Leader.

D. Condemnation. The proceeds of any award or claim for damago, direct or consequential, payable to Berrower in connection with any domnation or other taking of all or any part of the Property, whether who wait or of the common elements, or for any conveyance in lieu of mention, are heroby sasigned and shall be paid to Londor. Such process shall be applied by Londor to the eases secured by the Security Instrument as provided in Uniform Covenant 9.

R. Londor's Prior Consont. Borrower shall not, except after notice to Londor and with Londor's prior written consent, either partition or subdivide the Property or consent to:

(i) the shandenment or termination of the Condominium Project, except for shande sme t or termination required by law in the case of betastial destruction by fire or other casualty or in the case of a taking by condemnation or relinent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the consent of Lender;

(Hi) termination of professional management and assumption of self-management of the Owner, Ar ociation; or

(iv) any action which would have the effect of rendering the public liability insurance cover as a sintained by the Owners Association unecceptable to Leader.

P. Remedies. If Borrower does not pay condominium dues and assessments when due, then Under may pay them. Any amounts shurned by Londer under this paragraph F shall become additional debt of Borrower secured by the Security (natroment. Unless Berrower surable, with interest, upon notice from Londer to Berrower requesting payment.

BY SIONING BELOW, Borrower accepts and agrees to the terms and provisions contain

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