

RECORD AND RETURN TO:
CENTRUST MORTGAGE CORPORATION, DOCUMENT CONTROL DEPARTMENT
1251 NORTH PLUM GROVE ROAD, SUITE 105
SCHAUMBURG, ILLINOIS 60173

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#9119 #3 -> 1-015028
COOK COUNTY CONDEA

(Space Above This Line for Recording Data)

State of Illinois

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 20, 1990
The Mortgagor is ANDRE OERTEL, A BACHELOR AND DEBORA L. KROMAN, A SPINSTER

whose address is 1321 KINGSBURY DRIVE, UNIT 4
HANOVER PARK, ILLINOIS 60103.

ASTOR MORTGAGE CORPORATION OF ILLINOIS
which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1059 NORTH SALEM DRIVE

SC 6AUMBURG, ILLINOIS 60194
FIFTY FOUR THOUSAND EIGHT HUNDRED AND 00/100

Dollars (U.S. \$ 54,800.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, advanced by Borrower; (b) Borrower's covenants and agreements under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of all other obligations of Borrower under this Security Instrument and the Note. For this purpose, Borrower does hereby mortify, grant and convey to Lender, the following described property located in COOK
SEE ATTACHED LEGAL DESCRIPTION PIN:07-30-300-006-1016

-91-013028

which has the address of 1321 KINGSBURY DRIVE, UNIT 4
(Street)

HANOVER PARK
(City)

Illinois 60103
(Zip Code)

(Property Address):

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 (if any) or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, (a) installments of any taxes and special assessments levied or to be levied against the Property, (b) household payments, or ground rents on the Property, (c) premiums for insurance required by Paragraph 4.

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9-10-17-02

NOTE 4 TO BUILDING 20 AS DECLINATED ON A SURVEY OF THE FOLLOWING
DECRIBED PARCEL OF REAL ESTATE (THE PARCEL):
A PART OF LOT 4 OF HANOVER HOMELANDS UNIT 10, BEING A SURVEY ON
IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, FIRST QUADRANT,
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
AS DOCUMENT 20672958, WHERE SURVEY IS ATTACHED AS EXHIBIT
TO A DECLARATION OF CONDOMINIUM FOR THE PARKSPUR Y COMMUNITY
MADE BY J-C HOLDING CORPORATION AND RECORDED IN COOK COUNTY,
ILLINOIS, AS DOCUMENT #2155331, AND AS AMENDED BY AMENDMENT
TO DECLARATION RECORDED AS DOCUMENT 22144988. (The DECLARATION
TOGETHER WITH AN UNNOTARIED DEED FOR CERT TITLE TO THE
PARCEL EXCERPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE
COMPRISED ALL THE UNITS THEREIN AS DEFINED AND SET FORTH IN
THE DECLARATION AND SHOWN IN COOK COUNTY, ILLINOIS, PARCEL
EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE
OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT RECORDED AS DOCUMENT
22142312, IN COOK COUNTY, ILLINOIS.)

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Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the unpaid amounts, if Lender plus an amount sufficient to maintain an additional balance of not more than one-sixth of the annual sum, or for each item shall be accumulated by Lender within a period ending one month before delinquency. Lender shall hold the amounts collected in trust to pay to successor and to before they become due.

If at any time the total of payments held by Lender for items (a), (b), and (c) together with the future items payable to Lender prior to the due dates of such items exceed the sum required to pay such items when due, and if payments on the Note are current, then Lender shall credit one-sixth of the estimated payments or credit the excess over one-twelfth of the estimated payment to Borrower at the option of Borrower. If the total of the payments made by Borrower for items (a), (b), or (c) items when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency and becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development. Most Security Instruments insured by the Secretary are issued under programs which require added mortgage insurance premium. If this Security Instrument is or was issued under a program which payment of the entire mortgage insurance premium, then each monthly payment shall also include either annual mortgage insurance premium to be paid by Lender to the Secretary or a monthly charge instead premium of this Security Instrument is held by the Secretary. Each monthly installment of the mortgage be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender and full annual mortgage insurance premium or due to the Secretary, and if the Security instrument is held monthly charge shall be an amount equal to one-twelfth of one-half percent of the outstanding principal.

If Borrower tenders to Lender the full payment of all sums accrued by this Security Instrument, if credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any immediately prior to a foreclosure sale of the Property or its reacquisition by Lender, Borrower's account balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage instead Security instrument was signed;

Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the property or subsequently erected, against any hazards, causative, and contingencies, including fire, insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires all improvements on the Property, whether now in existence or subsequently erected, against loss by flood the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies held by Lender and shall include loss payable clauses in favor of, and in form acceptable to, Lender.

In the event of loss, Borrower shall give to Lender immediate notice by mail. Lender may make proof by Borrower. Each insurance company concerned is hereby authorized and directed to make payment to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair. Any application of the proceeds to the principal shall not extend or postpone the due date of the note referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legal

In the event of foreclosure of this Security Instrument or other transfer of title to the Property indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the transferee.

5. Preservation and Maintenance of the Property, Leasesholds. Borrower shall not commit or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear except. Property if the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve the Property. If this Security Instrument is on a leasehold, Borrower shall comply lease. If Borrower acquires fee title to the Property, the Leasehold and Vacate shall not be merged in merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all municipal charges, fees and impositions that are not included in Paragraph 2. Borrower shall pay these to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), the whatever is necessary to protect the value of the Property and Lender's rights in the Property, including hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower under this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, it shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are to be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of p

reasonably estimated by Lender to be the amount of the unpaid amounts. The full amount of the item would become delinquent.

Only payments for such an amount of payments will refund the excess over frequent payments by Lender if insufficient to pay the amount due the date the item

or his or her designee payment of the entire amount not require advance or in installment of the mortgage insurance premium shall be prior to the date the by the Secretary, each once due on the Note.

Borrower's account shall be credited with any premium installment less funds to Borrower. It will be credited with any

premium by the Secretary or premium when this

other hazard insurance

erty, whether now in which Lender requires power shall also insure the extent required by any renewals shall be

if not made promptly of such loss directly to Lender, at its own expense, the damaged property, by payments which exceed the amount required to pay the amount entitled thereto.

that extinguishes the chaser.

or destroy, damage or Lender may inspect the to protect and preserve the provisions of the Lender agrees to the

all governmental or opinions on time directly to the property, upon Lender's

by other covenants and Lender's rights in the under may do and pay the payment of taxes,

and be secured by this at the option of Lender;

connection with any entity assigned and shall Note and this Security is Security Instrument, ipal. Any application

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of the proceeds to the principal shall not extend or postpone the due date of the monthly payments. Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Purchaser or Grantee does not occupy the Property but his or her credit has not been approved by the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HED Secretary. In many circumstances, regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if the Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies if proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring the instrument, foreclosure proceeding. Upon as if Lender had not accepted commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or prelude to any remedy.

12. 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 this Security Instrument and convey that Lender has accepted commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery, first class mail unless applicable law requires use of another method. The notice shall be directed to the other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail, stated herein or any 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.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the state 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 will be without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Lender authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs such Lender or Lender's agents to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower for Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender upon Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any action to cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents shall terminate when the debt secured by the Security Instrument is paid in full.

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CONDOMINIUM RIDER

131-62 75/734

2-92-5

THIS CONDOMINIUM RIDER is made this 28TH day of DECEMBER, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgagor's Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned "Borrower" to secure Borrower's Note ("Note") to ASPIRE MORTGAGE CORPORATION OF ILLINOIS.

("Lender") of the same date and covering the property described in the Security Instrument and located at: 1321 KINGSBURY DRIVE, UNIT 4, HANOVER PARK, ILLINOIS 60103

[Property Address]

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

[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes the owner'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 Lender further covenant in Lender as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "blanket" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amount required by the condominium documents, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extreme hazard coverage," and loss by flood, to the extent required by the Secretary, then (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under this Paragraph A 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 and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in case of restoration or repair following a loss to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses of assessments and charges imposed by the Owners Association, as provided in the condominium documents.

- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the 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.

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


ANDRE G. OHLERT

(SEAL)
Borrower


DEBRA L. KORMAN

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

[Space Below This Line Reserved for Acknowledgment]

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