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Form MP-8
Revised 7/90

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1990 Series B, C, and D MORTGAGE

8/24/681

NOTE IDENTIFIED

This instrument was prepared by:
D.DOWNING/CENTRUST MORTGAGE CORP.

(Name)
1251 NORTH PLUM GROVE ROAD SUITE 103
SCHAUMBURG ILLINOIS 60173
(Address)

THIS MORTGAGE is made this 10TH day of DECEMBER, 1990,
between the Mortgagor MARCI L. BLITENTHAL, A SPINSTER
(herein "Borrower"), and the Mortgagee, CENTRUST MORTGAGE CORPORATION
an association organized and existing
under the laws of CALIFORNIA, whose address is 350 S.W. 12TH AVENUE,
DEERFIELD BEACH, FLORIDA 33442 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY THREE THOUSAND EIGHT HUNDRED
AND NO/100 Dollars, which indebtedness is evidenced by Borrower's
note dated DECEMBER 10, 1990 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 2021
:

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the
covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to
Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and
convey to Lender the following described property located in the County of COOK, State of Illinois:

UNIT 4192-C IN DEARLOVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOT 1 IN DEARLOVE APARTMENTS BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 32 AND ALL IN PART OF LOTS 3 AND 12 IN COUNTY CLERK'S DIVISION OF SAID SECTION 32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25288521 AND REGISTERED AS DOCUMENT NUMBER LR3137379 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-32-401-125-1144

12-11-90 Deed affects property at
4192 Cove Lane #C
Bldg 650A
and other property at
4192 Cove Lane #C

which has the address of 4192 COVE LANE #C, GLENVIEW, (City),
ILLINOIS 60025 (State and Zip Code); (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the
property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by
this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein
referred to as the "Property".

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REGISTRAR OF TITLES

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NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THIS NOTE OR THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

The Borrower understands that the Agreements containments of this Note
ADDENDUM. The rights and obligations of the parties to this Mortgage and the Note
which is secured by the Mortgage are expressly set forth in this Addendum. In the
event of any conflict between the provisions of this Addendum and the provisions of the
Mortgage or the Note, the provisions of this Addendum shall control.
The Borrower agrees that the Lender or its successors may, at any time without prior
notice, accelerate all payments due under this Mortgage and exercise any
other remedy available by law for breach of the Mortgage may, at any time without prior
notice, accelerate all payments due under this Mortgage and exercise any
(and primary residence); or (ii) the property described in the Mortgage is the principal
residence of the Borrower; or (iii) the Borrower has not true, complete and
correctly filed with the appropriate authority Form MP-6A) a copy of the Borrower's
Statement of Qualification and Employment and other documents required by law.
Affidavit; or (iii) if the Lender or the title insurance company has any
statement contained in said Affidavit to be untrue.
The Borrower understands that the Agreements containments of this Note in the
affidavit of the Borrower that the Borrower has not true, complete and
correctly filed with the appropriate authority Form MP-6A) a copy of the Borrower's
Statement of Qualification and Employment and other documents required by law.
Affidavit; or (iii) if the Lender or the title insurance company has any
statement contained in said Affidavit to be untrue.

STATE OF ILLINOIS,	<u>COOK</u>	County ss:
<u>I, the undersigned</u>		
<u>Notary Public in and for said County and State,</u>		
<u>do hereby certify that</u>		
<u>Wanda B. Bostick, a</u>		
<u>personally known to me to be the same person(s) whose name(s)</u>		
<u>subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that</u>		
<u>she is free and voluntary</u>		
<u>and delivered the said instrument as</u>		
<u>set forth.</u>		

-BOTIOWER

18M01108--

MARC I. L. BLITZENHORN

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns, to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, or (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose in this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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shall give Borrower notice prior to May 1st in each year specifying the amount of interest to be paid to Lenders interest in the Property.

regulation. Landers do not take any expenses or take any action to prevent any other person from doing so.

Borrowers provided under application of applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

7. **Protection of Lenders' Security.** It Borrower fails to perform the covenants and agreements contained in this MoU or if any action is commenced which materially affects the performance of its obligations under this MoU, including, but not limited to, eminent domain, insolvency, bankruptcy or default of its debtors, creditors or shareholders, or if any

development of the condominium of Borromeo and its development, and constitute documents, is a condominium or partnership under such a part thereof.

Moragge lies in a unit in a condominium which is a planned waste of permitable land area or a permitted unit of development. Powers of delegation and delegation of powers of planning or development units of government are limited by law.

secured by this Mortgage immediately prior to such sale or acquisition.

the due date of the monthly instalment referred to in paragraph 1 and 2 hereof shall not extend or postpone unless Lender and Borrower otherwise agree in writing. Any such application of proceeds to the payment of interest or charges shall not exceed or postpone the due date of the monthly instalment referred to in paragraph 1 and 2 hereof unless Lender, title and interest of Borrower in and to a vessel, insurance policies and funds to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums

proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if Borrower fails to respond to a notice to cure issued by the Lender within 30 days from the date of service, the Lender may proceed to sell the Property at a public auction, and the proceeds of the sale shall be applied to the sums secured by this Mortgage, with the balance, if any, paid to the Lender.

in the insurance carrier and lender. Lender may make prior pitiful by Borrower.

All instruments payable in such manner, by Borrower marking payment, where applicable, or in form acceptable to Lender, and remittances shall be in favor of and in form acceptable to Lender, and shall include a standard mortgage clause in favor of and in form acceptable to Lender, and shall be in full payment of all principal and interest due, directly to the instrument carrier.

The insurance carrier providing the insurance subject to pay the sums specified in this mortgage.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by

Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to this payment of the obligation secured by such lien in manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien, in legal proceedings which agree to prevent the enforcement of the lien or forfeiture of the property or any part thereof.

which may attain a priority over this Mortgage, and leaseshold payments or ground rents, if any, in the manner provided under paragraph 11.

3. **Assignment of Purchase Agreement.** New Services, all programs, all services, and the like, under this Agreement, shall be held by Lennder as a credit against the sums secured by this Mortgage.

within 30 days from the date notice is mailed by Lender to Borrower shall pay to Lender any amount necessary to make up the deficiency, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to Borrower requests including payment of taxes, insurance premiums, and ground rents as they fall due. Upon payment in full of all sums accrued by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender under paragraph 1B hereof if otherwise acquired by Lender. Lender shall apply, no later than

and unless such agreements are made or publicized law requires such interests to be paid, lender shall give to borrower, without charge, an annual accounting of the funds showing credits and debits to the earnings of funds and the purpose for which each debt to the funds was made. The funds are pledged as additional security for the sums secured by this mortgage.

The Fund shall be held in an institution the deposits of which are insured or guaranteed by a Federal or state agency if any, all as reasonably estimable initially and from time to time by lender on the basis of year premium installments plus one-twentieth of year premium installments for hazard insurance, plus one-twentieth of year premium installments for mortgage insurance.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the due date monthly installments of principal and interest as payable under the Note, until the Note is paid in full, a sum herein "Funds," equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus

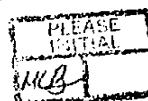
1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal of and interest on debt held by Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

UNOFFICIAL COPY

Form MP-9
Revised 8/87

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 19890 SERIES B,C&D CONDOMINIUM RIDER



THIS CONDOMINIUM RIDER is made this 10TH day of DECEMBER, 19 90, and is incorporated into and shall be deemed to amend and supplement a mortgage ("Mortgage") dated of even date herewith, given by the undersigned ("Borrower") to secure Borrower's Note to CENTRUST MORTGAGE CORPORATION ("Lender") and covering the Property legally described in the Mortgage. The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project ("Condominium Project").

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project ("Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on property covered by the Owners Association master policy. (This waiver does not apply to hazard insurance covering property which is not subject to coverage under the Owners Association master policy.)

(ii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such 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 such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, without prior written notice to Lender and Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided 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 material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches any of Borrower's covenants and agreements under the terms of this Condominium Rider, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Borrower
MARCI L. BLITENTHAL

Borrower

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Marci L. Blitenthal, a/k/a Maria S. Medina, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 10 day of Dec, 19 90.

My commission expires:
OFFICIAL SEAL*
Maria S. Medina
Notary Public, State of Illinois
My Commission Expires 7/26/94

Notary Public

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