Doc#: 0432736297 Fee: \$44.00

Pate: 11/22/2004-03-17 PM Pg: 1 of 11

This document was prepared by:	AL OOI I
CHASE MANHATTAN BANK USA, N.A. 200 White Clay Center Drive	
Newark, DE 19711	
When recorded, please return to: #1/1/038 GENERAL AMERICAN CORPORATION 707 GRANT STREET SUITE 400 PITTSBURGH, PA 15219	
State of Illinois	Space Above This Line For Recording Data
MORTGA	GE
(With Future Adva	nce Clause)
DATE AND PARTIES. The date of this Mortgage (Security Insparties, their addresses and tax identification numbers, if required	trument) is November 11th, 2004 and the are as follows:
MORTGAGOR: ALDO RICCIARDI and PALMA RICCI	ARDI, HUSBAND AND WIFE, JOINT TENANTS
1303 N 16TH AVE, MELROSE PARK,	
1300 N 16TH AVE, MELROSE PARK, LENDER:	Illinois 60160
CHASE MANYATTAN BANK USA, N.A. 200 White Clay Center Drive Newark, DE 19711	DIRECT CORRESPONDENCE TO: CHASE MANHATTAN MORTGAGE CORPORATION 10790 Rancho Bernardo Rd. San Diego, CA 92127
CONVEYANCE. For good and valuable consideration, the receipte Secured Debt (defined below) and Mo taggor's performance sells, conveys, mortgages and warrants to Lender the following de All that tract or parcel of land are shown or which is incorporated herein and make a part	under this Security Instrument, Mortgagor grants, bargains, escribed property: n Schedule "A" attached hereto
15-03-409-017	
The property is located in Cook	at
(County) 1309 N 16TH AVE MELROSE (Address)	, Illinois 60160 (ZIP Code)
Together with all rights, easements, appurtenances, royalties, mi ditches, and water stock and all existing and future improvemen any time in the future, be part of the real estate described above (a	neral rights, oil and gas rights, all water and riparian rights, ts, structures. fixtures, and replacements that may now, or at ll referred tr as 'Property').
SECURED DEBT AND FUTURE ADVANCES. The term "Sec A. Debt incurred under the terms of all promissory note(s), below and all their extensions, renewals, modifications o secured and you should include the final maturity date of s	contract(s), guarant/(s) or other evidence of debt described r substitutions. (You must specifically identify the debt(s)
The Home Equity Line of Credit Agreement dated November 11th, 2004 due and payal on November 16th, 2034.	nt and Promissory Note ole, if not paid earlier,
ILLINOIS - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR ① 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 6/17/99 C465(IL) (9909) VMP MORTGAGE FORMS	All P.Z.
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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that I ender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling and is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Security.)

4. MORTGAGE COVENANTS Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance (in the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the men document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may sequire Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor spriment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, inchirment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Make gor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be threasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause. Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to had the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof or loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Linder's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Nortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall p ss to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, corun ue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity play fails to make a payment when due.

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Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may stablish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole induce ness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien conti

At the option of the Lorder, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and parable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure rioceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Nortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid it. full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs, and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Security Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released.
- ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. Is used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ocumances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment of a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health of fety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," to ac substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 10. ESCROW FC. 1 AXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVICUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party in debto under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- Instrument may not be amended or modified by orelagreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If my section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect an enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other eddress designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

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15	not exceed \$
16	LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
17	. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extended by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
18	RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes] Assignment of Leases and Rents X Other Additional Terms Rider to Security Instrument
19.	
SIC	GNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any achments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1. If checked, refer to the attached Addendum in comporated herein, for additional Mortgagors, their signatures and
	acknowledgments.
	Aldo Occuaul 11-11-04 Folio Ocean 1/1/ou mature) (Date) (Signature) (Date) (Date) PALMI RICCIARDI
	STATE OF Julian COUNTY OF Count }ss. This instrument was acknowledged before me this day of Various, July by Alla Ricciata Salma Ricciata My commission expires: 9 10 10 10 10 10 10 10 10 10 10 10 10 10
0 19	294 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 6/17/99 (page 6 of 6) -C465(IL) (9909)
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LOT 5 AND THE NORTH 18.6 FEET OF LOT 6 IN BLOCK 76 IN MELROSE, A SUBDIVISION OF LOTS 3, 5 AND 5 IN SUPERIOR COURT PARTITION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO ALDO RICCIARDI AND PALMA RICCIARDI HUSBAND AND WIFE JOINT TENANTS BY DEED FROM ARMANDO F. RICCI AND PAULINE RICCI HUSBAND AND WIFE RECORDED 07/12/1985 IN DEED BOOK 85104105 IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS.

TAX ID# 15-03-409-017

Property of Cook County Clark's Office

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Additional Terms Rider to Security Instrument

THIS RIDER is made this 11th day of November , 2004, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date given by the undersigned (the "Borrower") to secure Borrower's Home Equity Line of Credit Agreement and Promissory Note (the "Agreement") to CHASE MANHATTAN BANK USA, N.A.

(the "Lender") dated November 11th, 2004 and covering the Property described in the Security Instrument and located at:

1309 N 16TH AVE MELROSE PARK, Illinois 60160

[Property Address]

ADDITIONAL COVENANTS. In the case of any conflict with the Security Instrument, this Rider controls. In addi ior to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree 's c necked below:

X A. PRIOR MO'XTGAGES AND DEEDS OF TRUST. This Security Instrument is subordinate to the following described first mort age or deed of trust ("Prior Mortgage"):

Prior Mortgage Original Principal Acount:

Prior Mortgage Original Lender:

CHASE

Note Date:

Recording Date:

Recorded in Book:

Page:

Property Records of: Cook

Borrower warrants and represents that the granting of this Security Instrument is not a default of an event of default under the Prior Mortgage and that any required con ents thereunder have been obtained and delivered to Lender.

- If Borrower fails to make any payment when so die in der such loan, or otherwise defaults thereunder, Lender shall have the right, but not the obligation, to make such payment directly to the holder of the loan secured by the Prior Mortgage, to cure such default or to pay in full, the entire indebtedness secured by the Prior Mortgage. All costs and expenses incurred by Lender to cure such default or to pay the entire indebtedness secured by the Prior Mortgage:
- (i) shall bear interest from the date advanced until paid at the interest rate in effect under the Agreement from time to time;
- (ii) shall be immediately due and payable by Borrower to Lender with at notice or demand for payment; and (iii) shall be and become a part of the indebtedness secured by this Secrety Instrument up to the amount of the Credit Limit.

The curing by Lender of any default under the Prior Mortgage, or the payment by Lender of the entire indebtedness secured thereby, shall not constitute a curing or waiver of the default under this Security Instrument caused by Borrower's default under the Prior Mortgage, and Lender shall remain entitled to exercise all of the rights and remedies available to it by virtue of such default.

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Borrowers Initials: A

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Any act or omission by Borrower which would constitute a default or an event of default under the Prior Mortgage, shall constitute a default hereunder, without the necessity of giving any notice to Borrower or affording Borrower any time in which to cure such act or omission. Borrower shall notify Lender within five (5) days after receipt by Borrower of any notice from the holder of, or trustee named in the Prior Mortgage, noting or claiming the occurrence of any default, non-payment or non-performance by Borrower or notice of acceleration under the Prior Mortgage.

Borrower and Lender hereby request the holder of the Prior Mortgage or of any other mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument, to give notice to Lender's address set forth on page one of this Security Instrument, of any default under the Prior Mortgage or any other superior encumbrance and of any sale or other foreclosure action.

FUNDS FOR TAXES AND INSURANCE. Subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Agreement, until the Agreement is paid in full, a sum ("Funds") for: (i) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (ii) yearly leasehold payment or ground rents on the Property, if any; (iii) yearly hazard or property insurance premiums; (iv) yearly flood insurance premiums, if any; and (v) yearly mortgage insurance premiums, if ny. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds, including reserves in excess of the amounts actually needed, using such methods of calculation as may be authorized or no prohibited, and in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for the Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as ame de I from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds set, a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser and out. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of experidi ures of further Escrow Items or otherwise in accordance with applicable law.

The Funds shall be be in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Ler lei is such an institution) or in any Federal Home Loan Bank. Subject to applicable law, Lender may require 30 nower to pay a one-time charge for a real estate tax reporting service or flood certification service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless expressly required by law to do so. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for wir in each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall notify Borrower that Borrower may elect to receive eitler a direct refund of such excess amounts, or a credit on Borrower's future monthly installment of Funds. If Borrower fails to make such election within thirty (30) days after notice has been mailed by Lender to Borrower, the Lender, in its sole discretion, may elect one of the foregoing options, and notify Borrower of such election. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the ref ciency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's solvaiscretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If pursuant to the Remedies on Default as defined within this Security Instrument, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

Security Instrument.

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Borrowers Initials:

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to provide a loss reserve, unless and until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

Clork's Office -Borrower -Borrower

(Seal) -Borrower

(Seal)

(Seal)

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Request for Notice of Default

Date: November 9, 2004

CHASE 10790 RANCHO BERANRDO DR SAN DIEGO, California 92127

RE:

ALDO RICCIARDI

Borrower Name

13/9 N 16TH AVE, MELROSE PARK, IL, 60160 Subject Property Address

To Whom It May Conc an

Please be advised that CHASE MANHATTAN BANK USA, N.A. is holder of a second mortgage/deed of trust upon the above referenced premises which is subject to a first mortgage/deed of trust in your favor.

I/We, the undersigned borrower (s), 'hereby authorize the release from time to time, and upon request, the following information regarding my/our first mortgage loan.

- 1. Balance Due
- 2. Notice of Default
- 3. Legal action taken as a result of any default

Forward above referenced information to:

CHASE MANHATTAN BANK USA, N. ...

C/O: CHASE MANHATTAN MORTGAGE COFPORATION

Attn: Default Mgmt P.O. Box 509011

San Diego, CA 92150-9011

A copy of this authorization may be accepted as an original.

Aldo Ricciard.

Borrower ALDO RICCIARDI

Borrower

Borrower

AC6D103 - 0702

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