

**UNOFFICIAL COPY**

This Security Instrument is substituted for and terminates all previous instruments for the same purpose.

This Security Instrument combines different instruments for the same purpose, and terminates all previous instruments with limited variations by substitution to constitute a uniform security instrument covering real property.

However, prior and existing property rights under this instrument do not affect the title to the property against all claimants and demands, subject to any easements or record.

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5823847

55131870

ILLINOIS (716 Code) **60459** ("Property Address");

Wrote this address of 8125 South Norwegian (Street) Burbaank (City)

Permanent Tax ID # 19-32-120-004-0006

Note that section (3) in block three (3), in John J. Ready South Manor, located in Cook County, Illinois.

Section (4) in Note, which provides for monthly payments, will be paid monthly, starting April 11, 2018 until date in Note.

Section (5) in Note, which interests, and all renewals, extensions and modifications in Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (6) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (7) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (8) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (9) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (10) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (11) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (12) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Section (13) in Note, which payment of debt evidenced by Note, will be paid monthly, starting April 11, 2018 until date in Note.

Borrower owes lender the principal sum of FIFTY TWO THOUSAND, SIX HUNDRED FIFTY and 00/100-/-.

335 Chastain Ridge Road, Novato, CA 94945

Dollars (\$.<sup>00</sup>) \$ 32,650.00

CHASE HOME MORTGAGE CORPORATION  
("Borrower"), this Security Instrument is given to

which is organized and existing under the laws of California  
and whose address is

19 88 The mortgagors KAREN A. VOLK, married to MARK A. STRUPPICK  
THIS MORTGAGE ("Security Instrument") is given on March 30

**MORTGAGE**

(Space above this line for Recording Data)

88131870

8823847

\$16.00

88131870

1988 MAR 31 AM 11:24

COOK COUNTY ILLINOIS  
FILED FOR RECORD

8 0 1 3 1 8 7 0

CHNC 1389123-2

7/7/2009

7/7/2009

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender In Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

Adjustable Rate Rider

Condominium Rider

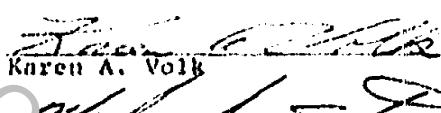
2-4 Family Rider

Graduated Payment Rider

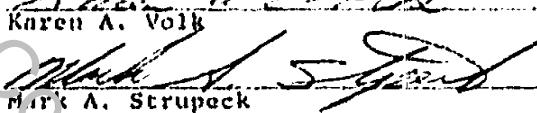
Planned Unit Development Rider

Other(s) (specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

  
Karen A. Volk

(Seal)  
—Borrower

  
Mark A. Strupeck

(Seal)  
—Borrower

(Mark A. Strupeck has executed this Mortgage for  
the sole purpose of perfecting the Waiver  
of Homestead Rights of his spouse,  
Karen A. Volk.)

(Seal)  
—Borrower

\_\_\_\_\_  
(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS,

Cook

County ss:

I, the undersigned, a Notary Public in and for said county and state,  
do hereby certify that Karen A. Volk & MARK A. STRUPECK,  
her husband, personally known to me to be the same person(s) whose name(s) 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 and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this

30<sup>th</sup> day of

March, 1985

My Commission expires

"OFFICIAL SEAL"  
CYNTHIA McNALLY

Notary Public, State of Illinois  
For Commision Expires 6/1/88

Notary Public





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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. 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 hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to 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, Lender 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**11. Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction 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. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower'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) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

SC131870  
08/28/17

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Product Development/Chancery Final Modified Instrument  
2/29/88 Page 1 of 2

13%. On the second Change Date, and each Change Date thereafter the interest rate determined on the first Change Date may not exceed 13%.

The interest rate on the second Change Date, and each Change Date thereafter the interest rate may not increase or decrease more than two percentage points (2.00%) from the interest rate immediately prior to the Change Date. There is no limit on the interest rate on the second Change Date, and each Change Date thereafter the interest rate may not exceed 13%.

## (D) LIMITS ON INTEREST RATE CHANGES

The Note Holder will be sufficient to repay the unpaid principal that would be sufficient to determine the amount of the monthly payment that is new amount of my monthly payment.

The Note Holder will then determine the next change date at my new interest rate due on the change date in full on the maturity date of this calculation will be the new amount of my monthly payment.

Subject to the limitations in Paragraph (D) below this rounded amount will adddition to the nearest one-eighth of one percent point (0.125%).

The current rate by adding two and one half percentage points (2.50%) to the current index.

Before each Change Date, the Note Holder will calculate my new interest

## (C) CALCULATION OF CHANGES

If the index is no longer available information, the Note Holder will give me notice of this change.

If the index is based upon section 2 above was established, the index is 6.59%.

forth in section 2 above was established, the interest rate set forth in the "Current Index". I understand that when the interest rate is called the "Current Index".

available as of the date forty-five (45) days before each change date is

available, by the Federal Reserve Board. The most recent index figure

Treasury securities adjusted to a constant maturity of 1 year, as made

an index. The "Index" is the weekly average yield on United States

Begaining with the first change date, my interest rate will be based on

## (B) THE INDEX

On April 1, 1988 (the date my batch payment is due) and on the first day of every month, each date on which my interest rate could change is called a "Change Date".

## (A) CHANGE DATES

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES!

The Note provides for changes in the interest rate and the monthly payments, as follows:

IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE LOWERED.

MADE IN ADDITION TO THE COVARIANCE AND AGREEMENTS

MADE IN ADDITION TO THE SECURITY INSTRUMENT, BORROWER AND LENDER FURTHER COVENANTS AND

ADDITIONAL COVENANTS, IN ADDITION TO THE COVARIANCE AND AGREEMENTS

MADE AS FOLLOWS:

THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE

TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

IF THE INTEREST RATE DECREASES, THE MONTHLY PAYMENTS WILL BE LOWERED.

IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE HIGHER.

AND THE MONTHLY PAYMENT.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE

[Proprietary Address]

8125 South Newmarket, Burnaby, British Columbia V6A 5S9

located at:

THIS ADJUSTABLE RATE RIDER IS MADE THIS DAY OF MARCH , 1988 AND IS INCORPORATED INTO AND SHALL BE DEAMED TO AMEND AND SUPPLEMENT THE MORTGAGE, DEED OF TRUST, OR SECURITY DOCUMENT (THE "SECURITY INSTRUMENT") OF THE SAME DATE GIVEN BY THE BORROWER'S ADJUSTABLE RATE ("BORROWER") TO SECURE BORROWER'S ADJUSTABLE RATE NOTE TO CHASE HOME MORTGAGE CORPORATION, A DELAWARE CORPORATION, ("THE "LENDER") OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:

(FIRST SEVEN YEARS FIXED - ONE YEAR INDEX - INTEREST RATE CAPS)  
ADJUSTABLE RATE RIDER 3 | 0 / 0

88238447

65131870

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Product Development/CMMC Page 2 of 29  
FNMIA Modified Instrument

2/29/88

[Signature Only]  
of his spouse, Karen A. Volk.)  
the holder of the home mortgage (Seal)  
for the sole purpose of perfecting  
Mark A. Stupack has executed this Mortgage  
Mark A. STUPACK -Borrower  
(Seal)

KAREN A. VOLK  
-Borrower  
(Seal)

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

Security instrument without further notice or demand of Borrower.  
such period, Lender may invoke any remedies permitted by this  
If Borrower fails to pay these sums prior to the expiration of  
Borrower must pay all sums secured by this Security instrument.  
from the date the note is delivered or mailed within which  
notice shall provide a period of not less than thirty (30) days  
in full, Lender shall give Borrower notice of acceleration  
If Lender exercises the option to require immediate payment  
Instrument unless Lender releases Borrower in writing  
contingue to be obligated under the Note and this Security  
made in the Note and in this security instrument will  
obligates the transferee to keep all the promises and agreements  
assumption, Lender may also require the transferor to sign an  
assumption, fee as a condition to Lender's consent to the loan  
a reasonable fee permitted by applicable law, Lender may charge  
To the extent permitted by applicable law, Lender may charge  
a reasonable fee as a condition to Lender's consent to the loan  
a reasonable fee as a condition to Lender's consent to the loan  
a reasonable fee as if a new loan were being made to the transferred  
Lender reasonably determines that Lender's security will not  
transferee as if a new loan were being made to the transferred  
Lender information required by Lender to evaluate the transferred  
exercisable this option if: (a) Borrower causes to be submitted to  
After the first change date the Lender also shall not  
Security instrument.  
If exercise is prohibited by federal law as of the date of this  
Instrument, However, this option shall not be exercisable by Lender  
immediate payment if it is not a natural person), without  
Lender's prior written consent, Lender may, at its option, require  
sold or transferred and Borrower is not a natural person) without  
its sold or transferred (or if a bona fide intent exists in Borrower's  
Borrower, it will or any part of the property or an interest in it  
Transfer of the property or a beneficial interest in it  
Security instrument if

follows:  
Instrument change 17 of the Security instrument is amended to read as

## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any changes in  
my interest rate and to the amount of my monthly payment in  
any change. The notice of my monthly payment before the effective  
date of any change. The notice includes information regarding the  
be given me and also the title and telephone number of a person who will  
answer any question I may have regarding the note.

My now interest rate will become effective on each change. I will  
pay the amount of my monthly payment beginning on the first month  
payment again. The amount of my monthly payment will be  
changes again.

is a limit of six percentage points (6.00%) on the amount by which the  
interest rate may increase or decrease over the entire term of the loan  
from the interest rate which is established on the first change date. If a  
change in the index would otherwise cause the new rate to exceed the two  
percentage points (2.00%) or the six percentage points (6.00%) rate  
adjustment limitations, the unused portion of such increase or decrease  
will not be carried forward and applied to changes in future years.

## (E) EFFECTIVE DATE OF CHANGES

My now interest rate will become effective on each change. I will  
pay the amount of my monthly payment beginning on the first month  
payment again. The amount of my monthly payment will be  
changes again.

## (F) NOTICE OF CHANGES