

71-75-714 F33mcalee
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prepared by and
Recording Requested by and
When Recorded Return to:
** Shearson Lehman Hutton
Mortgage Corporation

UNOFFICIAL COPY

BOX 888-CC

19000 MAC ARTHUR BLVD.
P.O. BOX 2840
NEWPORT BEACH, CA 92658-9005
Attention: CMS / PATRICIA A. CAIN
Title Order No.: 71 75 714

89041705

Space Above for Recorder's Use
Loan No. 613075-5

\$16.00

MORTGAGE

THIS MORTGAGE is made this 20th day of JANUARY, 1989, by and between
ROBERT D. ASHER AND SUSAN L. ASHER AS JOINT TENANTS
*HIS WIFE,

(hereinafter, whether one or more, referred to as the "Mortgagor"), and Shearson Lehman Mortgage Corporation ("Shearson Mortgage"), a corporation organized and existing under the laws of the State of Delaware, whose address is 1201 E. Highland Avenue, San Bernardino, California 92404, as Mortgagee hereunder.

1. **The Agreement.** Mortgagor and Shearson Mortgage have entered into a "Shearson Home Equity Credit Account Agreement or Revolving Term Equity Loan Note" of even date herewith, as now existing or hereafter amended, renewed or extended (the "Agreement") pursuant to which Shearson Mortgage has established for Borrower's benefit (as the term "Borrower" is defined below) a credit account with Shearson Mortgage (the "Credit Account"). The obligations of the Borrower under the Agreement are secured by this Mortgage, and the Agreement contains provisions regarding, among other things, advances, the revolving nature of credit, use of proceeds, promise to pay, maximum amounts of credit outstanding, loan advance procedures, the variable interest rate, other finance charges and if applicable the payment of a balloon payment. The Agreement is incorporated herein by this reference and is made a part of the Mortgage. The terms of the Agreement and any other agreement between the parties are expressly incorporated into each other and this Mortgage as though fully set forth therein and herein. All capitalized terms contained in this Mortgage, unless otherwise specifically defined, have the same meaning as in the Agreement. All advances made pursuant to the revolving credit arrangement, established under the Agreement shall have the same priority as if made at the time of recording of this Mortgage.

2. **Security.** In consideration of Shearson Mortgage extending credit pursuant to the Agreement, and the funding thereof, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Mortgagor irrevocably mortgages, grants and conveys to Shearson Mortgage, its successors and assigns, the following described property located in the County of COOK State of Illinois:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS JUNIOR MORTGAGE IS SUBJECT & SUBORDINATE TO THE MORTGAGE DATED JANUARY
1, 1979 AND RECORDED JANUARY 23, 1979 AS DOCUMENT NUMBER 24811767 TO
CONTINENTAL ILLINOIS NATIONAL BANK & TRUST CO. OF CHICAGO TO SECURE A NOTE
IN THE AMOUNT OF \$75,000.00

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 JAN 26 PM 2:42

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which has a property address of:

4800 SOUTH CHICAGO BEACH DRIVE UNIT 612-S
(Street)

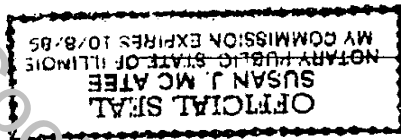
CHICAGO, ILLINOIS 60615
(City) (State and Zip Code)

M.N. 20-12-100-003-1031

TOGETHER with all improvements now or hereafter erected on such property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given under this Mortgage to Shearson Mortgage to collect and apply such rents), issues, profits, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to such 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 such property (or the leasehold estate, if this Mortgage is on a leasehold) are referred to in this Mortgage as the "Property";

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Property of Cook County Clerk's Office



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert D. Asher and Susan L. Asher, his wife, personally known to me to be the same person(s) whose name(s) was (were) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (they) signed, sealed and delivered the said instrument as his (their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of January, 1989.

My Commission Expires: 10/8/85

Notary Public in and for said State

Prepared by: _____

STATE OF Illinois
 COUNTY OF Cook

(Mortgagor) SUSAN L. ASHER
 (Mortgagor) ROBERT D. ASHER
 SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage

- Exhibit A
 - Exhibit B
 - Condominium Rider
 - PUD Rider
 - Others (Specify)
25. **Riders to this Mortgage:** If one or more riders are executed by Borrower(s), the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)]
27. **Default on Senior Mortgage:** Mortgagor agrees to comply with all the terms and conditions of any Mortgage ("Senior Mortgage") prior and senior to the lien of this Mortgage. If Mortgagor defaults under any Senior Mortgage, Mortgagor's default shall constitute a default under this Mortgage and shall entitle Shearson Mortgage, at its option, to exercise any and all rights and remedies it has in the event of a default under this Mortgage. In the event of a default on any Senior Mortgage, Shearson Mortgage may, at its option pay on Mortgagor's account any sums required to cure the default, foreclose on the Property either concurrently with the Senior Mortgage or, upon cure of default, on this Mortgage, redeem the Property from the lien of the Senior Mortgage pursuant to applicable law or bid at the foreclosure sale on the Senior Mortgage. Any sums advanced by Shearson Mortgage to cure Mortgagor's default on the Senior Mortgage shall be paid to Shearson Mortgage on demand, shall bear interest at the rates from time to time payable under the Agreement and shall be secured by this Mortgage.
28. **Statement of Obligation:** Shearson Mortgage may collect a fee of the greater of \$50 or such other maximum amount as from time to time may be allowed by law for furnishing any statement of obligation, beneficiary's statement or similar document.

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TO SECURE to Shearson Mortgage (a) the repayment of all loan advances and all other amounts owed to Shearson Mortgage under the Agreement, which Agreement provides for the making of certain loan advances by Shearson Mortgage to ROBERT D. ASHER AND SUSAN L. ASHER

(collectively, the "Borrower") in an amount not at any time exceeding \$ 62,000.00 in the aggregate, in accordance with the terms thereof; (b) the performance by Borrower of all of Borrower's other obligations under the Agreement; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (d) the performance by Mortgagor of all of Mortgagor's obligations contained in this Mortgage.

3. **Charges; Liens.** Mortgagor will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may or may not attain a priority over this Mortgage, as well as all leasehold payments or ground rents, if any, attributable to the Property, and the Mortgagor will promptly furnish Shearson Mortgage with receipts of those payments. Mortgagor will promptly discharge any lien other than the lien of any Mortgage that is (are) identified on Exhibit "B" attached if applicable, which Exhibit "B" is incorporated by reference under number 23 and made a part of this Mortgage; provided, that Mortgagor will not be required to discharge any such lien so long as Mortgagor agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to Shearson Mortgage, or will in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Ownership of the Property.** Mortgagor warrants and represents (or if Mortgagor is the Trustee of a land trust, Mortgagor represents) that Mortgagor lawfully owns the Property and has the right to grant and convey the Property under this Mortgage; that except as set forth in Exhibit "B" if applicable, the Property is unencumbered; and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in Exhibit "B" attached if applicable.

5. **Hazard Insurance.** Mortgagor will keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards that Shearson Mortgage may require and in the amounts and for the periods that Shearson Mortgage may require; provided, that Shearson Mortgage shall not require that the amount of such coverage exceed that amount of coverage required to pay the total of (a) the maximum credit available under the Agreement and (b) the aggregate unpaid balance(s) of all the debt(s) of trust and other liens identified in Exhibit "B" if applicable.

Mortgagor may obtain the insurance from the insurance carrier of Mortgagor's choice, subject to Shearson Mortgage's approval. Shearson Mortgage's approval will not be unreasonably withheld. All premiums on insurance policies shall be paid directly to the insurance carrier.

All insurance policies and policy renewals shall be in form acceptable to Shearson Mortgage and shall include a standard mortgage clause in favor of and in form acceptable to Shearson Mortgage. Shearson Mortgage shall have the right to hold the policies and policy renewals, and Mortgagor will promptly furnish Shearson Mortgage with all renewal notices and all receipts of premiums paid. In the event of loss, Mortgagor will notify the insurance carrier and Shearson Mortgage within thirty (30) days of such loss. Shearson Mortgage may make proof of loss if not made promptly by Mortgagor.

Unless Shearson Mortgage otherwise agrees with Mortgagor in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided that the restoration or repair costs no more than 50 percent of the appraised value of the Property and would not impair the security of this Mortgage. If restoration or repair would cost more than 50 percent of the appraised value of the Property or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If Mortgagor abandons the Property, or if Mortgagor fails to respond to Shearson Mortgage within thirty (30) days from the date Shearson Mortgage mails the notice to Mortgagor that the insurance carrier has offered to settle a claim for insurance benefits, Mortgagor authorizes Shearson Mortgage to collect and apply the insurance proceeds at Shearson Mortgage's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Shearson Mortgage otherwise agrees with Mortgagor in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment (including the final payment due on the Maturity Date) owing under the Agreement or change the amount of any such payments. If, under Paragraph 17 Shearson Mortgage acquires the Property, all of Mortgagor's right, title and interest in and to any insurance policies and in and to the proceeds of those policies resulting from damage to the Property prior to the sale or acquisition shall pass to Shearson Mortgage to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation; Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor agrees that Mortgagor will keep the Property in good repair and will not commit waste or permit impairment or deterioration of the Property and will comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents.

7. **Protection of Security.** If Mortgagor fails to perform any of Mortgagor's obligations contained in this Mortgage, or if any action or proceeding is commenced which materially affects Shearson Mortgage's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Shearson Mortgage may, at its option, upon notice to Mortgagor, make such appearances, disburse such sums and take such action as is necessary to protect its interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Mortgagor further agrees to reimburse Shearson Mortgage should it obtain title endorsements or similar guarantees to maintain its lien priority on the Property.

Any amounts disbursed by Shearson Mortgage pursuant to this Paragraph, with interest thereon, shall become additional indebtedness secured by this Mortgage. Unless Shearson Mortgage agrees with Mortgagor to other terms of payment, such amounts shall be payable upon notice from Shearson Mortgage to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rates from time to time payable under the Agreement, unless payment of interest at such rate(s) would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require Shearson Mortgage to incur any expense or take any action hereunder.

8. **Inspection.** Shearson Mortgage may make or cause to be made reasonable entries upon and inspections of the Property, provided that Shearson Mortgage shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Shearson Mortgage's interest in the Property.

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 Shearson Mortgage.

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 Mortgagor. In the event of a partial taking of the Property, unless Shearson Mortgage has otherwise agreed with Mortgagor 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 Mortgagor.

If Mortgagor abandons the Property or if, after Shearson Mortgage gives Mortgagor notice that the condemnor offers to make an award or settle for damages, Mortgagor fails to respond to Shearson Mortgage within thirty (30) days after the date such notice is mailed, Shearson Mortgage 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 Mortgage.

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Mortgagor's address shown above.

20. **Requests for Notices.** Mortgagor requests that copies of any notice of default and sale be sent to Mortgagor's residence address or

with the preparation and recording of such instrument.

19. **Reconveyance.** Upon payment of all sums secured by this Mortgage, Shearson Mortgage shall execute and deliver to Mortgagor an

instrument in recordable form evidencing the satisfaction of this Mortgage. Mortgagor shall pay all costs and expenses incurred in connection

with the preparation and recording of such instrument.

18. **Assignment of Rents; Appointment of Receiver; Shearson Mortgage in Possession.** As additional security hereunder, Mortgagor

hereby assigns to Shearson Mortgage the rents of the Property, provided that Mortgagor shall, prior to an acceleration of the sums secured

by this Mortgage or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon an acceleration of the sums secured by this Mortgage or abandonment of the Property, Shearson Mortgage, 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 Shearson Mortgage 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 Mortgage. Shearson Mortgage and the receiver shall be liable to account only for those

rents actually received.

17. **Reconveyance.** Upon payment of all sums secured by this Mortgage, Shearson Mortgage shall execute and deliver to Mortgagor an

instrument in recordable form evidencing the satisfaction of this Mortgage. Mortgagor shall pay all costs and expenses incurred in connection

with the preparation and recording of such instrument.

16. **Transfer of the Property; Acceleration.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial

interest in the Property is sold or transferred and the 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.

15. **Governing Law; Severability; Conflicts.** This Mortgage shall be governed by the law of the jurisdiction in which the property is

located, provided that the provisions of Federal law, in the event that any provision of this Mortgage conflicts

with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision,

and to this end the provisions of this Mortgage are declared to be severable and separately enforceable. In the event of any conflict between

the provisions appearing in other documents executed in connection with the Credit Account described in the Agreement, the terms of the

Agreement shall govern.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for

in this Mortgage shall be given by mailing the notice by certified mail, return receipt requested, addressed to Mortgagor at the Property address

stated above or to such other address as Mortgagor may designate by notice to Shearson Mortgage as provided in this Paragraph, and (b) any

notice to Shearson Mortgage shall be given by certified mail, return receipt requested, to Shearson Mortgage's address provided for in this Mortgage

or to such other address as Shearson Mortgage may designate by notice to Mortgagor as provided in this Paragraph. Any notice provided for in this Mortgage

shall be deemed to have been given to Mortgagor or Shearson Mortgage when given in the manner designated in this Paragraph.

13. **Successors and Assigns Bound; Captions.** The agreements contained in this Mortgage shall bind, and the rights hereunder shall

inure to, the respective successors and assigns of Shearson Mortgage and Mortgagor, subject to the provisions of Paragraph 16. 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.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this

Mortgage or the Agreement or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. **Forbearance Not a Waiver.** Any forbearance by Shearson Mortgage 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 Shearson Mortgage shall not be a waiver of Shearson Mortgage's right to accelerate the maturity

of the indebtedness secured by this Mortgage.

10. **Extension Not a Release.** If Shearson Mortgage grants an extension of the time for payment of the sums secured by this Mortgage to

anyone who is Mortgagor's successor in interest, the extension shall not operate to release, in any manner, Mortgagor's liability or the liability

of Mortgagor's successors in interest. Shearson Mortgage shall not be required to (a) commence proceedings against such successor or (b) refuse

to extend time for payment of the sums secured by this Mortgage by reason of any demand made by Mortgagor or Mortgagor's successors

in interest.

Unless Shearson Mortgage has otherwise agreed with Mortgagor in writing, any such application of proceeds to principal shall not

extend or postpone the due date of any payment (including the final payment due on the Maturity Date) owing under the Agreement or change

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EXHIBIT B
(Prior Encumbrances and Other Liens)

Senior Liens to Shearson Lehman Hutton Mortgage Corporation

MORTGAGE DATED JANUARY 1, 1979 AND RECORDED JANUARY 23, 1979 AS DOCUMENT 24811767 MADE BY ROBERT L. ASHER TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A CORPORATION OF THE UNITED STATES OF AMERICA, TO SECURE A NOTE FOR \$75,000.00 AND ASSIGNED TO FEDERAL NATIONAL MORTGAGE ASSOCIATION, A CORPORATION OF THE UNITED STATES, RECORDED AUGUST 17, 1979 AS DOCUMENT 5104691.

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Junior Liens to Shearson Lehman Hutton Mortgage Corporation

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EXHIBIT A (Property Description)

PARCEL 1:

UNIT NUMBER 612-S IN THE NEWPORT CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
BLOCK 1 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT 'A' IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID BLOCK 1 THAT PART THEREOF WHICH LIES NORTHEASTERLY OF A LINE 40 FEET SOUTHWESTERLY FROM AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID BLOCK) (SAID PARALLEL LINE BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1568.16 FEET CONVEX SOUTHWESTERLY), IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 24730609 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE GARAGE RIGHT NO. 66, LIMITED COMMON ELEMENTS, CONSISTING OF THE RIGHT TO PARK ONE PASSENGER AUTOMOBILE IN THE GARAGE, WHICH GARAGE IS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM AFORESAID, RECORDED AS DOCUMENT 24730609 AND GRANTED BY DEED RECORDED AS DOCUMENT 24758249, IN COOK COUNTY, ILLINOIS.

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