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EM 101 IL 11-89

Illinois 60525 ("Property Address"); P.I.H. 18-08-205-057 (Zip Code)  
which has the address of 804 Mason Drive (Street) Lagrange (City)

90273408

Handwritten signature or initials

DEPT-01 RECORDING 15:28  
143333 TRAM 05/11/90 13:06:00  
+0864 # C -91-273408  
COOK COUNTY RECORDER

LOT 6 IN STANLEY L. GLODEK RESUBDIVISION A RESUBDIVISION OF PART OF LOT 3 AND PART OF LOTS 4 AND 6 IN HOKK'S RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Borrower and Lender have entered into credit arrangements pursuant to that certain line of credit agreement, Promissory Note, and Disclosure Statement (the "Note") dated the same day as this Security Instrument providing for the extension of certain credit and other financial accommodations by Lender to Borrower. This Security Instrument secures to Lender: (a) payment of the principal amount, together with interest thereon, of all present and future advances of money made by Lender to Borrower, as well as all other liabilities and obligations of Lender to Borrower under the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property in Cook County, Illinois:

1990, the mortgage to Matthew S. Becker and Vicki L. Becker, Married to each other ("Borrower"). This Security Instrument is given to Chase Manhattan Financial Services, Inc., known as Chase Manhattan of Illinois, which is organized and existing under the laws of Delaware, and whose address is 207 Skokie Blvd., Suite 105, Northbrook, Illinois 60062 ("Lender").

Amount Secured: \$50,000.00

MORTGAGE (OPEN-END)

(Space Above This Line for Recording Data)

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and document prepared by: D. Meacham and should be returned to: D. Pennell  
Chase Manhattan of Florida  
1900 Corporate Boulevard  
Boca Raton, Florida 33431  
232-60109-2

MAIL TO:

E1000337

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4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue priority over this Security Instrument, and leasehold payments or ground rents, if

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amount payable under paragraph 2; fourth, to interest due; and last, to principal due.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 18 the property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

If the amount of the funds held by Lender together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of funds. If the amount of the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the funds to pay the escrow items. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Lender shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Security Instrument.

2. Funds for Taxes and Insurance. If required in writing by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may accrue priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

Borrower and Lender covenant and agree as follows:

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

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not merge unless Lender agrees to the merger in writing. Borrower acquires fee title to the Property, the Leasehold and fee title shall not merge unless Lender agrees to the merger in writing. If this Security Instrument is on a Leasehold, Borrower shall comply with the provisions of the Lease, and if to deteriorate or commit waste. If this Security Instrument is on a Leasehold, Borrower shall comply with the provisions of the Lease, and if not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a Leasehold, Borrower shall comply with the provisions of the Lease, and if not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

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 payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

5. Hazard Insurance. Borrower shall 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 for which Lender requires insurance. 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 Borrower subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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17. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued as 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

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 those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on Borrower.

16. Transfer of the Property or a Beneficial Interest in Borrower. Borrower shall not sell, convey or transfer (a) the Property or any interest therein or any part thereof, or (b) the beneficial interest in Borrower if Borrower is not a natural person whether by operation of law or otherwise, without the prior written consent of Lender. In the event of such a sale, conveyance, or transfer, 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. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

14. Governing Law; Jurisdiction. 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 the provisions of this Security Instrument or the Note which can be given effect without the conflict provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. 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.

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 sums 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.

Borrower's consent. With regard to the terms of this Security Instrument or the Note without that other Borrower may agree to extend, modify, forbear or make any accommodations secured by this Security Instrument; and (c) agrees that Lender and any terms of this Security Instrument; (b) is not personally obligated to pay the mortgage, grant and convey that Borrower's interest in the Property under the

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- [ Adjustable Rate Rider
- [ Graduated Payment Rider
- [ Planned Unit Development Rider
- [ 2-4 Family Rider

22. 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)]

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

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

19. Lender in Possession. Upon acceleration under paragraph 18 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.

18. Acceleration; Remedies. Except as provided in paragraph 16 hereof, if (a) Borrower fails to make any payment required by this Security Instrument or the Note when it is due; (b) Borrower has engaged in or engages in fraud or material misrepresentation, either by act or omission, in connection with this Security Instrument or the Note at any time during the application process or during the term of this Security Instrument or the Note; or (c) Borrower acts or fails to act in a way that adversely affects the security under this Security Instrument Borrower has given Lender in the Property or any right Lender has in such security under this Security Instrument, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (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 immediately 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 paragraph 16.

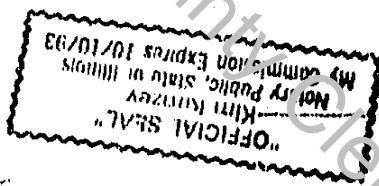
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My commission expires

Herbert M. Beck  
Notary Public

1990

GIVEN under my hand and official seal, this 23 day of May, 1990.

act, for the use and purposes therein set forth.  
Instrument, signed and delivered before me this day in person and acknowledged that he  
to me to be the same person whose name is subscribed to the foregoing  
and for said County, the State of Illinois, DO HEREBY CERTIFY  
personally known

State of Illinois  
County of Cook }  
} SS: }  
Barage

(Space below this line for Acknowledgment)

WICKI L. BECKER  
-Borrower (Seal)  
JOHNATHAN S. BECKER  
-Borrower (Seal)

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.

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