UNOFFICIAL, COPY

COOK COUNTY RECORDER JESSE WHITE SKOKIE OFFICE

##B001##

RECORDIN N

31.00 0.56

MAILINGS 4

93316862 #

04/27/93

12:01 0009 MCN

MORTGAGE

**************************************		Spore Ally 1806	**************************************	
1228 TEL	00	Boacham		
*	MORT	TGAGE		
3	3			
THIS MORTGAGE	"Security instrument": // ulven on	April 23,	, 19 93 .	
The Mortgagor(a) is (are)	"Security instrument"; p given on	Lenore C. Bencham, his wif	g , whose	
address(es) is (are)	19050 Anthony, Country Clu	b H1118, IL 60477		
			re) (collectively) referred to	
	his Security Instrument is given to			
with its principal busines	s offices at 9525 W. Bryn Mr.	c, Rosemont, IL 60018		
	("Lender"). Borrower owes Le	nder the principal sum of U.S. \$ 16	.500.00	
	by Borrower's note dated the same			
monthly payments, with t	the full debt, if not paid earlier, due a	nd nayable on June 28, 200)8,	
Th	is Security instrument secures to Ler	ider: (ii) the repayment of the debt e	videnced by the Note, with	
paragraph 7 to protect	i, extensions, and modifications; (b) the security of this Security Instrum security Instrument and the Note. F	nent; and (c) the performance of E	Borrower's covenants and	
convey to Lender the pro-	operty located in Cook	County, l'ilinais and describe	id in Exhibit A attached to	
this Security Instrument,	which has the address of 1905	O Anthony, Count C Club RL	11н. 11. 60477	
	, lilinola,	("Property Address");		

TOGETHER WITH all the improvements now or harsafter practed on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all flutures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security insin ment. All of the foregoing le referred to in this Security Instrument as the 'Property.'

BORROWER COVENANTS that Borrower is lawfully select 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 uncumbrances of record.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.
- 2. Funds for Taxes and insurance. Subject to applicable law and if required by Lender, Borrower shall pay to Londer 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 attain priority over this Security Instrument; (b) yearly lessehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, Wany. These items are called "eacrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow Items.

If Lender requires the Funds to be paid, 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 eacrow 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 puld on the Funds. Unless an agreement

93316862

Leave the

٠,

. :

٦,

is made or applicable law requires interest to be paid to dorrower, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give Sorrower, 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.

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.

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.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to accrued interest; and third, in reduction of principal.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust criother security agreement which has priority over this mortgage, including borrower's covenant to make payments when die

Borrower shall pay all other axis, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Ingirument, and leasehold payments or ground rents, if 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.

Borrower shall promptly discharge any lien virilet 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 lies in logal 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.

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 Lander requires insurance. If all or any part of the Property is used for rental purposes, Portower shall also maintain insurance against rent loss. The above 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgages clause in tavor of Lender. Lender shall have the right to hold the policies and renewals. If Lender regulators, Sorrower 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applier to estoration 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 policito Borrower. If Lender has required immediate payment in full of all the sums secured by this Security Instrument purposed to paragraph 18, Lender may apply the insurance proceeds to the sums secured by this Security Instrument with the 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 the Security instrument, whether or not than due. The 30-day period will begin when the notice is given.

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 the 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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall 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 Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Instrance. If Borrower falls 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 do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a iten which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with Interest, upon notice from Lender to Borrower requesting payment.

If Lender requires 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 inspection 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 ine 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

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 faile to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, so 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, Fry application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in payments 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Welver. 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 emit 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 walver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; 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 Gurrower, 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 moltgegs, grant and convey that Borrower's interest in the Property under the ferms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lander and any other Borrower may agree to a send, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent, and without impairing the enforceability of this Security instrument.
- 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which set waximum 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.
- 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 18.
- 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 mall 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 peragraph.

- 15. Governing Law; Severability. This Security instrument shall be governed by tederal 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.
- 15. Borrower's Copy. Borrower acknowledges receipt of a 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 II 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 falls 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. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement in this Security Instrument or default under the Note, Levidor may notify Borrower of such breach, and may, at its option, require immediate payment in full of all sums secured by title Pacurity Instrument without further demand and may forecides this Security Instrument by judicial proceeding. Lender rival be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not I/whed to, reasonable attorneys' fees and costs of title evidence.
- 19. Assignment of Leases. So rower hereby assigns to Lender sil leases of the Property and all security deposits made in connection with leases of the Froperty. Upon Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph 19, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 20. Assignment of Rents. Borrower unconditionally assigns and transfers to lender the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s), except that Lender shall not be entitled to collect such rents and revenues if and to the extent such rents and revenues as being collected by the holder of an assignment of rents which has priority over this Security Instrument. Prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property. The assignment of rents constitutes an absolute assignment and not (in Assignment for additional security only.

If Lender gives notice of breach to Borrower, and to the extent tip, rents are not being collected by the holder of an assignment of rents which has priority over this security interest; (i) all rents acceived by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents, except to the hold will a mortgage, deed of trust or other encumbrance which has priority over this Security Instrument and has not and will not perform any act that would prevent Lender from exercising any rights under this paragraph 20 which Lender presently has, or any rights to which Lender may become entitled in the future as a result of the release, satisfaction or invalidity of a presently existing assignment of rents.

Any application of rents shall not cure or waive any default or invalidate any other rights or ren edies of Lender. This assignment of rents of the Property shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

- 21. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time thereafter 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, pursuant to paragraph 20 hereof. However, Lender shall be under no obligation to enter upon, take control of or maintain the Property. 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.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, except that Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

7.67



Lot 73 in Country Club Hills Unit Number 7, a subdivision of the South 1/2 of the Southwest 1/4 (except the South 2 rods of the West 80 rods and except the East 50 feet thereof) of Section 3, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1959 as Document 17495223, in Cook County, Illinois.
P.f.N. 31-03-315-030
C/k/a 19050 Anthony, Country Club Hills, IL 60477

Property of Cook County Clark's Office

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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

BY SIGNING BELOW, Borrower accepts and a and in any rider(s) executed by Borrower and reco	igrees to the terms irded with it.	and covenante contain	ned in this Security Instrumen
X Xlu To Becken A	(Seal)	Kinnle	Beachan Beach
Alex E. Beacham, JrB	orrower	Lenore C. Beac	ham •Borrowe
	(Seal)		(See)
.8	Offower		-Borrows
STATE OF ILLINOIS)			
COUNTY OF Cook			
The state of the s	PRSON		is . In an in the manager of the country manager
State, do hereby certify that ALO Benchal	m, Jr. and Len	ore C. Beacham, h	io in and for said County and
subscribed to the foregoing instrument, epitared signed and delivered the said instrument as her (hill forth. GIVEN under my hand and official seal, this games.	before me this day is) (their) free and	/ In person, and ackno	n(a) whose name(a) is (are) owiedged that she (he) (they) ses and purposes therein set
		NOTARY I	A. GLEASON PUBLIC STATE OF ILLINOIS RISSION EXPIRES 6/10/96
Please Record and Return to:	This	ical ument was prepare	id by:
		SALAUFL N	A. FINHORN
Alliance Funding Company, sie. ചിവരം 135 Chestnut Ridge Rd. Montvale, N.J. 07645	Sr. B Superio	COMUNISIA CT 9525 NV 6877	MA: VICAVEL SUITE 130 LUNCUS 60018
Alten.: Recorded Docs.			Office Co.
Attention:	0.		·C
	Sin y	9	33168 62