

# UNOFFICIAL COPY

This instrument prepared by:  
Gilldorn Mortgage Midwest Corp  
1501 Woodfield Rd  
Schaumburg, IL 60195  
Susan Koenig

ILLINOIS  
DRAFTED

JULY 16 AM 11:06

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 02, 1980. The mortgagor is MICHAEL P. RYAN AND SISTER M. RYAN HIS WIFE. GILLDORN MORTGAGE MIDWEST CORPORATION ("Borrower"). This Security Instrument is given to , which is organized and existing under the laws of THE STATE OF DELAWARE, and whose address is 1501 WOODFIELD ROAD, AN... SCHAUMLBURG, IL 60195. ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ 200,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST, 01, 2011. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK, COUNTY, ILLINOIS.

LOT 4 (EXCEPT THE WEST 25 FEET THEREOF) AND THE WEST 28 FEET OF LOT 3 AS MEASURED ON THE NORTH LINE OF SAID LOTS IN PAUL E. BATTEN'S SUBDIVISION OF LOT 6 (EXCEPT THE SOUTH 90 FEET OF THE WEST 257.7 FEET) IN OWNER'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 10, 1922 ON PAGE 8, IN BOOK 171 IN COOK COUNTY, ILLINOIS.

REIFC-14857

13.00

PI# 05-06-308-051

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which has the address of 105 SUNSET LANE, (Street), GLENCOE, (City), Illinois 60022 ("Property Address"); (Zip Code)

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."

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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

BOX 169

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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.

MICHAEL P. RYAN  
MICHAEL P. RYAN  
MICHAEL P. RYAN

(Seal)  
MICHAEL P. RYAN  
MICHAEL P. RYAN

Borrower

SANDRA M. RYAN

(Seal)  
SANDRA M. RYAN

Borrower

(Space Below This Line for Acknowledgment)

86297430

State of Illinois, .... COOK ..... County ss:

I, .... BARBARA G. STEWART ...., a Notary Public in and for said county and state, do hereby certify that MICHAEL P. RYAN AND SANDRA M. RYAN, HIS WIFE ...., personally known to me to be the same person(s), whose name(s) ...., 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 2ND DAY OF JULY, 19 86.

My Commission expires: 9/8/89

Barbara G. Stewart  
Notary Public

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3 6 2 9 7 4 3 0  
UNIFORM COVENANTS. Borrower and Lender have agreed as follows:

**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.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver 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 attain 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.

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.

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 19 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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 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.

**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.

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.

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.

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 19 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 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 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 lien 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.

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18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have equipment or fixtures Security instruments disclaimed at any time prior to the earlier of: (a) 5 days (or such other period as applicable) after the Security instrument purports to be given for remodelling; or (b) entry of a judgment before sale of the Property pursuant to any power of sale contained in this Security instrument or (c) payment of all sums which reinforce this Security instrument. Those conditions are set forth in this application for specific form (see Exhibit A).

federal law as of the date of this Security Instrument.

permitted, without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, notwithstanding the fact that such sums have not been exercised by Lender if exercise is prohibited by law.

16. BORROWER'S COPY. Borrower shall be given one copy of the promissory note or any instrument.

Note which contains conflicts with applicable law, such conflicts shall not affect other provisions of this Note without the donor's written consent. To the extent that the provisions of this Note conflict with the donor's will, the provisions of this Note shall prevail.

**15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is declared illegal or unenforceable, such provision shall be severed from the remainder of this Security Instrument and the remaining provisions shall remain in full force and effect.

This class shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument by any other address of Lender's designees given to Borrower. Any notice

**14. Notices.** Any notice to Borrower provided for in this Security Interest Agreement shall be given by mailing it by first class mail or by other methods Borrower designates to Lender. Any notice to Lender by mail must be sent to the address set forth above or to any other address designated by Lender. The notice shall be delivered shall be delivered by registered or certified mail, postage prepaid, to Lender at the address set forth above or to such other address as Lender may designate in writing.

any require immediate payment in full or sums secured by this instrument and may invoke any remedy permitted by paragraph 19, if Lender exercises this option, Lender shall take the steps specified in the second paragraph of

**13. Legislation Amending Anti-Security Laws** The application of applicable laws has the effect of undermining my provision of the Note or this Security Instrument according to its terms, Lender, at its option.

permits the limits will be relieved 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 under the Note.

connection with the loan excepted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permissible limits [in:] (a) any such loan charge collected from the borrower which exceeds

that Borrower's consent. It is agreed to the terms of this document by the undersigned.

that Barrower's interests in the property under the terms of his Security Instruments; and (c) agrees that Barrower may agree to pay the sums secured by this Security Instrument; and (d) no person shall be compelled to pay the sum of this Security Instrument without

This security instruments shall only be sold and distributed to persons who have been granted authority to do so by their employer or by a government agency.

11. Successor and Assignee; Joint and Several Liability; Co-Signers. The beneficiaries of this agreement may assign it in whole or in part to another person or entity, provided that such assignment does not deprive the beneficiary of any right or remedy.

Leader, shall not be held liable to commence proceedings against him or his successor in interest if he has acted in good faith in carrying out his duties as such.

10. **Model of Rebellions**: We will not operate the utility of the original Borrower's brand by Lender to any successor in model of rebellion. We will not operate the utility of the sums secured by his Security Instrument granted by Borrower's successors in interest.

Understand the details of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

make an award of settled or settled a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to apply the proceeds, at its option, either to restoration or repair of the property or

Before filing a complaint, divided by Borrower, or if, after notice by Lender to Borrower that the demand note offered to pad to Borrower.

the amount of the proceeds multiplied by the following fractions: (a) the total amount of the same secured by  
shares of stock held otherwise than in joint tenancy, within any excess paid to borrowers, in the event of  
insurmountable, irreconcilable or not then due, within any excess paid to borrowers, in the event of  
the amount of the proceeds multiplied by the following fractions: (a) the total amount of the same secured by

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or, if less, to the expenses of sale and attorney's fees.

shall give Birthwater notice at the time of or prior to an induction specifically reserving the right to refuse to assist in the birth of any woman who has had two or more previous cesarean sections.

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 the terms and conditions of the Policy.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument,