

PREPARED BY:  
MARILYN BAMBULA  
CHICAGO, IL 60641

# UNOFFICIAL COPY

RECORD AND RETURN TO: **BOX 283**

LASALLE TALMAN BANK FSB  
4901 WEST IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641

**92181126**

ATTENTION: MARILYN BAMBULA  
(Space Above This Line For Recording Data)

## MORTGAGE

114131-4 DEPT. 01, RECORDED 06/29/92, FILE # 92-481126  
THIS MORTGAGE ("Security Instrument") is given on JUNE 30, 1992, by CHRISTOPHER BING and KATHRYN SULLIVAN, HUSBAND AND WIFE, to LASALLE TALMAN BANK FSB, in the amount of \$202,000.00, for the payment of principal, interest, taxes, insurance, and other amounts due under this Security Instrument.

THIS MORTGAGE ("Security Instrument") is given on JUNE 30, 1992, by CHRISTOPHER BING and KATHRYN SULLIVAN, HUSBAND AND WIFE, to LASALLE TALMAN BANK FSB, in the amount of \$202,000.00, for the payment of principal, interest, taxes, insurance, and other amounts due under this Security Instrument.

(\*Borrower"). This Security Instrument is given to LASALLE TALMAN BANK FSB, in the amount of \$202,000.00, for the payment of principal, interest, taxes, insurance, and other amounts due under this Security Instrument.

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 (the "Lender"). Borrower owes Lender the principal sum of TWO HUNDRED TWO THOUSAND AND 00/100 Dollars (U.S. \$ 202,000.00).

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 JULY 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, 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 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 IN BLOCK 22 IN RIDGELAND IN THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-08-114-014

**MAIL TO  
BOX 283**

which has the address of 221 NORTH LOMBARD AVENUE, OAK PARK Illinois 60302

Street, City .

Zip Code

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

DFB 1000

Form 3014, 8/90

VHP MORTGAGE FORMS - (313)283-8100 - (800)821-7281

16-08-114-014

# UNOFFICIAL COPY

11014-11140-CAN

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Form 3014 9/80  
D-9 1000

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) consents in good faith the lien by, or defends against proceedings which in the lender's opinion operate to prevent the enforcement of the lien in, legal proceedings whereby the lien is a matter acceptable to Lender; or (c) receives from the holder of the lien an agreement satisfactory to Lender authorizing the lender to take one or more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipt evidence of paying them.

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notice of amounts so to paid under this paragraph.

Third, to interest debtors, to principal debt and itself, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to Amortized Payable under paragraph 2;

Twelve monthly payments, all Lender's sole discretion.

"If the Funds held by Lenders exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount held by Lender is any sum held by Lender to pay the expenses in connection with the enforcement of any right or remedy available to Lender by reason of the occurrence of an event of default or otherwise, Lender may apply such sum against such expenses and the balance, if any, shall be paid to Lender to make up the deficiency to Lender.").

Figure 10. Terms or otherwise in conflict with applicable law.

certified notary public, I, John Mayne, Notary Public, do hereby certify that the foregoing is a true copy of the original instrument, and that it was executed before me on the 12th day of January, 1974.

and reassessments which may result from property tax rate changes; (d) personal property taxes on fixtures and equipment used in the business; (e) personal property taxes on fixtures and equipment used in the business; (f) personal property taxes on fixtures and equipment used in the business.

participal of and interceded on the debt) evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest: Repayment shall promptly pay when due the

UNIFORM COVENANTS. Borrowers and Lender covenant and agree as follows:

Additional by-products from the hydrolysis of cellulose include furfural, acetic acid, and formic acid.

**BORROWER COVENANTS** that Borrower is lawfully entitled of the actual holder by conveyance and has the right to mortgage, lease or otherwise dispose of the property in accordance with the terms of this Note.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL ADDITIONAL AHALL ALSO TO BE COVERED BY THIS SECURITY

# UNOFFICIAL COPY

314131-4

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**12. 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 Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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.

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

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

DPB 1002  
Form 3014 8/90

State of California  
County of San Francisco  
Borrower's copy of the Note and of this Security Instrument is acknowledged to be a true and correct copy of the original instrument, except that the original instrument contains certain handwritten changes which are not reflected in this copy. The original instrument is the only valid instrument.  
Date: 10/10/2010  
Signature: [Signature]

# UNOFFICIAL COPY

Form 3014 8/90  
DPS 140

Digitized by srujanika@gmail.com

1100-1101

Any amounts disburseable by Lender under this paragraph 7 shall become additional debt of Borrower required 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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if 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 forfeiture or to enforce liens or judgments), then Lender may do whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a sale or lease of all or part of the Property). Lender may take action under this paragraph

described, Borrower shall comply with all the provisions of the lease. If Borrower neglects to do either to the property, the

For more information about the study, contact Dr. Michael J. Frazee at (319) 356-4550 or email him at [mj.frazee@uiowa.edu](mailto:mj.frazee@uiowa.edu).

Section 2 of this addendum, which contains the addendum, shall remain in effect until the principal amount of the note is paid in full.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of Lessor's property damaged, if the restoration of Lessor's property is economically feasible and Lender's security is not lessened. If the restoration of Lessor's property is not economically feasible or Lessor's security would be lessened, the insurance proceeds shall be applied to the restoration of Lessor's property, or Lender may use the proceeds to repair or restore the property or to pay sums under the insurance policy which will lessen the notice period. The 30-day notice will begin when the notice is given.

All substantive policies and remedies shall be developed to reward and spur individuals and organizations to engage in innovative, sustainable, and responsible practices.

3. **Extended or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, for which Lender requires insurance. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with the Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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.

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

DPS 1003

Form 301A, 9/90

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DPS 1004

Given under my hand and affidavit made this day of , the year of .  
I, **CHRISTOPHER RING**, and **KATHRYN SULLIVAN**, do hereby certify that the above named persons, who are husband and wife, have this day in person, and acknowledge to the foregoing instrument, appeared before me personally known to me to be the same persons, who are husband and wife, and 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.

CHRISTOPHER RING AND KATHRYN SULLIVAN, HUSBAND AND WIFE  
county and state do hereby certify that  
Notary Public in and for said

1. THE UNDERSIGNED

STATE OF ILLINOIS, COOK

County of

MAIL TO  
EXX 283

Borrower  
(888)

Borrower  
(888)

Borrower  
(888)

Borrower  
(888)

KATHRYN SULLIVAN

Witnesses

CHRISTOPHER RING

Witnesses

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the severances and agreements of each such rider shall be incorporated into and shall amend and supplement the severances and agreements of the Security Instrument as if this rider(s) were a part of this Security Instrument.  
 Adjustable Rate Rider  
 Grandparent Rider  
 Grandchildren Rider  
 Bi-weekly Payment Rider  
 1-4 Family Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Rate Impairment Rider  
 Other(s) (specify) \_\_\_\_\_  
 balloon Rider  
 V.A. Rider  
 Other(s) (specify) \_\_\_\_\_

(Check applicable box(es))

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

314131-4