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NORTH SIDE FEDERAL SAVINGS
AND LOAN ASSOCIATION OF CHICAGO
5159 N. CLARK STREET
CHICAGO, ILLINOIS 60640

92252193

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 1, 1992... The mortgagor is KENNETH J. RITSCH AND VIRGINIA C. RITSCH, HIS WIFE ("Borrower"). This Security Instrument is given to NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 5159 North Clark Street - Chicago, Illinois 60640 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THOUSAND AND 00/100-- Dollars (U.S. \$....70,000.00.....). 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 April 1, 2007 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 19 IN ORCHARD LAKE IN WHEELING, UNIT NUMBER TWO, A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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which has the address of 894 GARDEN LANE
[Street] WHEELING
Illinois 60090-5513 ("Property Address");
[Zip Code] 31. P.D.

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 seised 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.

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This instrument was prepared by
SHARON I. YOUNG LOAN PROCESSOR, MARY ANN MERRILL, CLERK OF DEEDS

NOTARY PUBLIC
NON-NOTARIAL SEAL
(SEAL)

J. Kenneth Ritsch
Notary Public Seal

My Commission Expires: 2-20-93

Witness my hand and official seal this 11th day of APRIL 1992.

(he, she, they)

THE executed said instrument for the purposes and uses herein set forth.
(his, her, their)

have executed same, and acknowledge said instrument to be THE before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
KENNETH J. RITSCH, HIS WIFE, personally appeared, do hereby certify that
I, KENNETH J. RITSCH, AND VIRGINIA C. RITSCH, a Notary Public in and for said county and state, do hereby certify that
I, KENNETH J. RITSCH, AND VIRGINIA C. RITSCH, HIS WIFE, personally app

COUNTY OF COOK
STATE OF ILLINOIS
{ SS:

[Space Below This Line For Acknowledgment]
VIRGINIA C. RITSCH
KENNETH J. RITSCH
Kenneth J. Ritsch
Borrower
(Seal)
Borrower
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Supplement to this instrument, the covenants and agreements of each Security Instrument as if the rider(s) were a part of this Security
Instrument. If one or more riders are executed by Borrower and recorded together with
23. Riders to this Security Instrument, it is agreed that all rights of homestead excepted
22. Waiver of Homestead, Borrower waives all rights of homestead excepted
Instrument without charge to Borrower. Borrower shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument. This Security instrument of the property and collection of rents, including, but not limited to the receiver's fees, premiums on
the property including judgment judicial sale, Lender (in person, by agent or by judicial
appointment receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicial
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
before the date specified in the notice to Borrower to accelerate payment in full of all sums secured by
exhaustion of a default or any other defense of Borrower to assert in the foreclosure proceeding the non-
foreclosure of this Security instrument and the right to sue for damages resulting from the acceleration of the sum
secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
inform Borrower of any notice by this Security instrument, foreclosure by judicial proceeding and sale of the Property, 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 sum
deemed, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless a public law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement prior to acceleration following Borrower's

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

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UNIFORM COVENANTS. Borrower and Lender, in the following agreements:

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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If Lender required morgagee to make a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance terminates.

8. Inspection. Lender or its agent may make reasonable entries prior to an inspection specifically reserving the right to inspect any part of the property, or to inspect any premises held by Borrower and Lender or otherwise agree in writing, or for convenience in connection with any conveyance in writing, or for collection of a total taking to Lender in the event of a total taking of the property, unless Borrower and Lender have given notice at the time of the taking that the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition offered 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 sue for damages, Borrower shall be liable for the taking of the property before the taking, divided by (b) the fair market value of the property immediately before the taking.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any conveyance in writing, or for collection specifically reserving the right to inspect any part of the property, or to inspect any premises held by Borrower and Lender in the event of a total taking of the property, unless Borrower and Lender have given notice at the time of the taking that the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition offered 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 sue for damages, Borrower shall be liable for the taking of the property before the taking, divided by (b) the fair market value of the property immediately before the taking.

10. Borrower's Notice Not to Release; Forbearance By Lender Note & Waiver. Extension of the time for payment or modification of a mortgage loan shall be granted by Lender to Borrower who co-signs this Security Instrument but does not exceed the permitted limit, and (c) any sums already collected from Borrower which exceed necessary to reduce the charge to the permitted limit, and (d) any sums advanced to Lender to make this Security Instrument without the permission of Lender and Borrower. Any Borrower who co-signs this Security Instrument shall be liable for the taking of the property, unless Borrower and Lender have given notice at the time of the taking that the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition offered 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 sue for damages, Borrower shall be liable for the taking of the property before the taking, divided by (b) the fair market value of the property immediately before the taking.

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 Borrower, subject to the provisions of paragraph 17. Borrower's interests shall be joint and several. Any Borrower who co-signs this Security Instrument but does not exceed the permitted limit, and (c) any sums already collected from Borrower which exceed necessary to reduce the charge to the permitted limit, and (d) any sums advanced to Lender to make this Security Instrument without the permission of Lender and Borrower. Any Borrower who co-signs this Security Instrument shall be liable for the taking of the property, unless Borrower and Lender have given notice at the time of the taking that the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition offered 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 sue for damages, Borrower shall be liable for the taking of the property before the taking, divided by (b) the fair market value of the property immediately before the taking.

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 permitted rate of interest loan charges collected or to be collected in connection with the loan is exceeded the permitted rate of interest, the charge shall be reduced by the amount in excess of that permitted rate of interest. 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 permitted rate of interest loan charges collected or to be collected in connection with the loan is exceeded the permitted rate of interest, the charge shall be reduced by the amount in excess of that permitted rate of interest.

13. Legislation Affording Lender's Rights. If each and every provision of this Note or by making a direct payment to Borrower, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice by property Advertiser unless applicable law requires use of another method. The notice shall be directed to the mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in or by delivery to Lender as of the date of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by the law and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest. If all or any part of the property or any interest or any portion of 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 received by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law or by this Security Instrument.

18. Borrower's Right to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.