

UNOFFICIAL COPY

Prepared By
AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage Corporation
2454 Dumptster Street
Des Plaines, IL 60016

MAIL TO:

A. T. G. F.
BOX 370



93217930

LOAN NO. 3387828

—(Space Above This Line For Recording Data)—

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 10, 1995
Thomas W. Ryter and Mary H. Ryter, His Wife

The mortgagor is

(Borrower).

This Security Instrument is given to LaSalle Talman Bank, FSB,
a Corp. of the United States of America, and whose address is:
64242 N. Herlein Avenue, Norridge, IL 60034, as Lender and
Borrower owes Lender the principal sum of One Hundred Ninety Three Thousand Five Hundred Dollars and no/100
Dollars (U.S.\$ 193,500.00). 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, 2023. 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 14, IN BLOCK 5 IN MICHAEL JOHN TERRACE UNIT 1, BEING A SUBDIVISION OF PART
OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

DEFT-01 RECORDING \$31.00
T055857-TRIN 8991-0324-A93 09138100
0209 4-000-1992-175452
COOK COUNTY RECORDER

which has the address of 912 Brookline Lane, Skokie, IL 60077
[Street]
Illinois 60068 [City]
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and add-ons 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.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3014 9/93
PAGE 1 OF 6
ISC/CMDTIL/0491/3014(R-90IL-3/11/93)
This instrument is made and delivered in the State of Illinois, on the 10th day of March, 1995, by and between the parties
herein, who are of sound mind, and are acting in accordance with their free consent.
The parties hereto declare that they have read and understood the contents of this instrument, and that they are executing
it voluntarily, without any threats or undue influence, and that they are executing it in the belief that it is in their best
interests. They further declare that they have read and understood the Uniform Mortage Act of 1993, and that they
are executing this instrument in accordance with its provisions. They further declare that they have read and
understood the terms and conditions of their Note, and that they are executing this instrument in accordance with
the terms and conditions of their Note. They further declare that they have read and understood the terms and
conditions of their Deed of Trust, and that they are executing this instrument in accordance with the terms and
conditions of their Deed of Trust. They further declare that they have read and understood the terms and
conditions of their Agreement, and that they are executing this instrument in accordance with the terms and
conditions of their Agreement.

They further declare that they have read and understood the terms and conditions of their Agreement, and that they are executing this instrument in accordance with the terms and conditions of their Agreement.

They further declare that they have read and understood the terms and conditions of their Agreement, and that they are executing this instrument in accordance with the terms and conditions of their Agreement.

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LOAN NO. 33117828
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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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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, or condemnation or forfeiture 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 attorney's 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium 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.

ILLINOIS-SINGLE FAMILY-PINMA/PHLMC UNIFORM INSTRUMENT
ISCO/CMDTLL/0481/3014(9-90)-L 9/11/93 FORM 3014 9/90
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18/C/OMDTR/0401/30418-001-L/3/11/00
RECORDED - INDEXED - SERIALIZED - FILED - INDEXED - SEARCHED - SERIALIZED - INDEXED - FILED

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Interest is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a limited partner) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all

18. Governing Law; Sovereignty. This Security Instrument shall be governed by the laws of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument is held invalid or unenforceable, it shall not affect other provisions or clauses in this Security Instrument or the Note which conflict with applicable law, such conflict shall not affect provisions without the collateral protection of the Note.

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

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 fully interpreted so that the loan charge of other loans charged collected or to be collected in connection with the loan exceed the permitted limit, 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 will be treated as a partial repayment without any preparation or collection fees.

14. **Notices.** Any notice to Borrower provided for in this Note may be delivered by mailing it by first class mail unless otherwise specified in the instrument given to Borrower or Lender when given by Proprietary Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender at a address stated herein or any other address Lender designates by notice to Borrower. Any notices provided for in this Note shall be deemed to have been given to Borrower or Lender when given to Proprietary Address of any other address Borrower designates by notice to Lender. The notice shall be directed to the mailing address of the Borrower or Lender given to the Proprietary Address of any other address Borrower designates by notice to Lender.

12. **Successors and Assignees:** Joint and Several Liability; Co-Debtors. The covernants and agreements of this Security Instrument shall bind joint and several liability to the successors and assigns of Lender and Borrower, subject to the proviso of paragraph 17. Borrower, a corporation and its successors and assignments shall be joint and severally liable for the debts and obligations under this Note; (a) as co-owners of property interest in the Security Instrument but does not exceed the terms of the Note; and (b) as partners personally obligated to pay the same amounts secured by the Security Instrument; and (c) agrees that Lender and any other borrower may agree to extend, modify, forgive or renew any accommodation with the terms of this Security Instrument.

Unrests, Lentils, and Borrower Discrepancies agree in warning, any application of proceeds to principle, either hot or cold, or payment of debts of the mortgagor, referred to in paragraphs 1 and 2 of change the amount of such debts.

notable to be given, under the authority and upon the application of the Secretary of State, whether or not then due.

If this property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date to

gives defendant notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

18. C. **Order of arbitration.** The proceeds of any award or claim for damages, direct or consequential, in connection with any claim involving or other part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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LOAN NO. 3387828

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) 8 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 this 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 use 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.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0491/3014(9-90)-L 3/11/93

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FORM 3014 9/90

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FORM 3044-8/90
REC/CHNGL/PAMILY-P/HMLA/FLHMLC UNWORM INSTRUMENT
HMLNO-SINGLE FAMILY-P/HMLA/FLHMLC UNWORM INSTRUMENT
PAGE 6 OF 6
3/11/80

Property of Cook County Sheriff's Office

THE INSTRUMENT WAS PREPARED BY:
MY COMMISSION EXPIRED MAY 20, 1981
ANDREW KELLEHER WESALOVA/EX
NOTARY PUBLIC, STATE OF ILLINOIS

OFFICIAL SEAL

GIVEN UNDER MY HAND AND SIGNED THIS DAY OF MARCH, 1983.
THEIR FREE AND VOLUNTARY ACT, FOR THE USE AND PURPOSES THEREIN SET FORTH,
BEFORE ME THIS DAY IN PERSON, AND SIGHTED AND DETERRED THE SAID INSTRUMENT AS
PERSONALITY TO ME TO BE THE SAME PERSON(S) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPARELLED
AS A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY
THAT THE ABOVE WRITTEN IS TRUE AND ACCURATE.

STATE OF ILLINOIS,

COUNTY OF COOK

RECEIVED THIS DAY OF MARCH, 1983.

9/21/83
[Signature]

HARRY H. RYDER

SHAWN H. RYDER

Witnessed:

INSTRUMENT AND IN ANY ORDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.
BY SIGNING BELOW, BORROWER AGREE AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE SECURITY

- Adverse Possessor Rider
 Conditional Rider
 Family Rider
 Grandparent Rider
 Homestead Rider
 Leasehold Development Rider
 Second Home Rider
 Second Mortgagor Rider
 Special Rider
 Tenant Rider
 Tenancy in Common Rider
 Trust Rider
 Weekday Payment Rider
 Weekend Payment Rider
 Yearly Payment Rider

SECONDARY INSTRUMENT. [Check if applicable box(es)]
SECONDARY INSTRUMENT, THE CONVENTIONS AND AGREEMENTS OF WHICH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL
MAY THE SECURITY INSTRUMENT, THE CONVENTIONS AND AGREEMENTS OF WHICH SUCH RIDER SHALL BE INCORPORATED INTO AND SHALL
BE, SUBJECT TO, THE SECURITY INSTRUMENT. IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER
SEPARATELY, EACH RIDER SHALL BE INCORPORATED INTO AND SHALL BE INCORPORATED INTO AND SHALL