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93323057

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **APRIL 22**
19 93. The mortgagor is

GARY WILLIAM RYNO AND JUDITH ELLEN RYNO

("Borrower"). This Security Instrument is given to **CRS FINANCIAL SERVICES, INC.**, which is organized and existing under the laws of **COMMONWEALTH OF PENNSYLVANIA**, and whose address is **175 STRAFORD AVENUE WAYNE, PA 19087** ("Lender"). Borrower owes Lender the principal sum of

EIGHTY THOUSAND AND 00/100 Dollars U.S. \$ 80,000.00, which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MAY 22, 2003**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with 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

County, Illinois:
COOK

LOT 56 IN H. ROY BERRY CO.'S "CASTLE HEIGHTS", BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEBT-D1 RECORDING T85587 FRAZ 1694 04/30/93 14:16:00 \$6003 - 93323057 COOK COUNTY RECORDER	\$29.00
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which has the address of **500 N. WILLE STREET**
Illinois **60056** Code) ("Property Address");

MT. PROSPECT

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 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—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



Form 3014 8/90 (page 1 of 5 pages)

29 X

Box 430

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone payment of monthly payments received to it in accordance with Paragraph 1 and 2 of change the amount of the payments 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.

unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to reduction of principal of the Property damaged, if the restoration of repair is economically feasible and Lender's security is not lessened, if the restoration of 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. The 30-day period will begin when the notice or to pay sums secured by this Security instrument, whether or not then due.

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 and Borrower shall give prompt notice to the underwriter of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the underwriter and make payment directly to Lender if no notice is given by Borrower.

5. Hazarded or Properly Insuredame, Borrower shall keep the improvements in an existing or new structure, satisfactory the term or take one or more of the actions set forth above within 10 days of the closing or notice.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) fails to make payment to the payee in writing of the obligation secured by this lien in a manner acceptable to Lender; or (b) fails to furnish the Lender with a copy of the certificate of title or registration card of the vehicle covered by this instrument.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Upon payment in full of all sums received by this Security instrument, Lender shall promptly return to Borrower any Funds held by Lender under Paragraph 21, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply funds held by Lender at the time of acquisition or sale as a credit against the sums received by this instrument.

If the Funds held by Lender 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 of the Funds held by Lender exceeds the amount necessary to make up the deficiency in any time is not sufficient to pay all accrued items when due, Lender may so notify Borrower in writing. And, in such case Borrower shall pay to Lender's sole discretion, in twelve monthly payments, all Lender's sole discretion.

2. Funds for Taxes and Assessments which may attain priority over this Note. Security instrument as a lien on the Property; (b) yearly taxes and assessments which may attain priority over this Note; (c) yearly hazard or property insurance premiums; (d) yearly leasehold payments of ground rents on the Property, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph (b), in lieu of the payback of mortgage premiums. These items are called "Extra Items".

3. Extra Items. In addition to the lesser amount, Lender may estimate the amount of Funds due on the basis of current data and amount not to exceed the lesser amount. Extra Items are otherwise in accordance with applicable law.

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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, for 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 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.



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21. Acceleration of Remedies. Lender shall have 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 date required to cure the default; (b) the date 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; (d) that failure to cure the default on or before the date specified by Borrower may result in acceleration of the security interest in the property. The notice may be given in writing or by telephone, and may be given in Spanish if the Borrower so requests.

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

If Lender exercises this option, Lender shall provide a period of 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, or Borrower shall be in default. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by law. Security interest without further notice or demand on Borrower.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state or territory in which the Property is located. In the event that any provision of this Security Instrument purports to be invalid or unenforceable, such provision shall affect other provisions of this Security Instrument and the Note which purports to be invalid or unenforceable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without the written consent of the Lender, this option shall not be exercised by Lender if exercise is prohibited by law as of the date 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 finally interpreted so that the interests of other loan charges collected or to be collected in connection therewith exceed the permitted limits, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the loan to the permitted limits; and (b) any such sums already collected from Borrower which exceeded the charge to the loan shall be deposited in the account of Lender for the benefit of the other loan charges.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given to Borrower if Lender makes it known by notice to Borrower. Any notice given to Lender shall be deemed to have been given to Borrower if Lender gives it to Borrower at his address set forth in this Security Instrument.

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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.

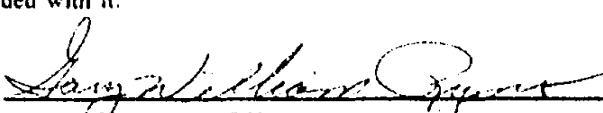
24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

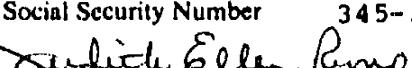
[Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> 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.

Witnesses:


GARY WILLIAM RYNO (Seal)
-Borrower
Social Security Number 345-32-5570


JUDITH ELLEN RYNO (Seal)
-Borrower
Social Security Number 321-38-4315

(Seal)
-Borrower

Social Security Number

(Seal)
-Borrower

Social Security Number

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STATE OF ILLINOIS, DuPage

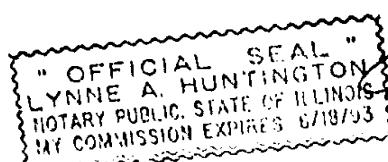
County ss:

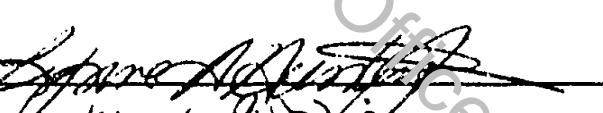
On this, the 22nd day of April, 1993, before me, the subscriber, the undersigned officer, personally appeared GARY WILLIAM RYNO AND JUDITH ELLEN RYNO, HUSBAND AND WIFE

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:




Notary Public
TITLE OF OFFICER

RECORD AND RETURN TO:

CFS FINANCIAL SERVICES, INC.
Stratford Office Building Four
175 Stratford Avenue
Wayne, PA 19087

93323C57



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Property of Cook County Clerk's Office

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