

# UNOFFICIAL COPY

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## RIDER TO MORTGAGE

Rider to Mortgage dated as of JULY 3, 1989, between  
LASALLE NORTHWEST RICHARD J. RUHLAND  
NATIONAL BANK ("Lender") and KATHLEEN A. OTT, his wf ("Borrower")

1. This Mortgage evidences a "revolving credit" as defined in Illinois Revised Statues, Chapter 17, Paragraph 6405. The lien of this mortgage secures payment of any existing indebtedness and any future advances made pursuant to the Note to the same extent as if such future advances were made, on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at any time an advance is made. Lender and Borrower intend that in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after the filing of this Mortgage with the Recorder of Deeds of COOK County, Illinois.
2. Borrower covenants and agrees with Lender that at no time shall the sum of the indebtedness secured hereby, together with any available funds pursuant to the "revolving credit" created by the Note, be less than \$5,000.00. However, it is expressly agreed that no indebtedness need be outstanding under the Note at any time provided that funds available pursuant to the aforesaid "revolving credit" exceed \$5,000.00.
3. Borrower and Lender agree that the term of this loan is FIVE (5) YEARS at which time all sums outstanding under the Note shall be due and payable as provided herein and in no event shall the maturity or terms of the "revolving credit" created pursuant to the Note be extended or continue beyond twenty (20) years from the date hereof.

This Rider shall be deemed a part of the Mortgage referenced above and Borrower accepts and agrees to the terms and covenants contained herein.

X Richard J. Ruhsland  
RICHARD J. RUHLAND  
X Kathleen A. Ott  
KATHLEEN A. OTT

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*Property of Cook County Clerk's Office*

EQUICHEQUE #777000 5/21  
LASALLE NORTHWEST NATIONAL BANK  
4747 W. Irving Park Road  
Chicago, Illinois 60641

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3807481

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 3, 1989. The mortgagor is RICHARD J. RUHLAND AND KATHLEEN A. OTT, married to each other. ("Borrower"). This Security Instrument is given to LASALLE NORTHWEST NATIONAL BANK, A. NATIONAL BANKING ASSOCIATION, which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 4747 W. IRVING PARK ROAD, CHICAGO, ILLINOIS 60641 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND AND NO/100-\$20,000.00. 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 10, 1994. 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 2 in William O. Larsen's Subdivision of the West 125 feet of Lot 35, in Koester and Zander's Grayland Park Addition to Irving Park, being a Subdivision of Lot 1 of Circuit Court Commissioners' Partition of the South 1/2 of the Northeast 1/4 and the East 1/2 of the East 1/2 of the Northwest 1/4 (except the North 20 acres thereof) in Section 21, Town 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-21-221-007

THIS INSTRUMENT WAS PREPARED BY

H. Maronek

LaSalle Northwest National Bank  
4747 W. Irving Park Road  
Chicago, Illinois 60641

which has the address of 5033 W. Warwick  
(Street)  
Illinois 60641 ("Property Address");  
(Zip Code)

Chicago

(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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An official seal for Margaret M. Petersen, Notary Public, State of Illinois. The seal is rectangular with a decorative border. Inside the border, the words "OFFICIAL SEAL" are at the bottom, "MARGARET M. PETERSEN" are in the middle, and "NOTARY PUBLIC, STATE OF ILLINOIS" are at the top. Above the name, it says "My Commission Expires 3/1/90".

1989 JUL - 6 : 11 1/2 20  
CAROL MUSSEL Y BRAU  
TITLES

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**LA SALLE NORTHWEST NATIONAL INSURANCE COMPANY**  
4747 W. IRVING PARK ROAD  
CHICAGO, ILLINOIS 60641

THE UNDERSIGNED, a Notary Public in and for said County and State  
hereby certify that RICHARD J. RUMIAND AND KATHLEEN A. OTT, his  
spouse to be the same persons (whose name(s) are subscribed to the foregoing instrument  
herein before me this day in person, and acknowledge that they signed and delivered  
said instrument as their free and voluntary act, for the purposes herein set forth.

...COOK...GOLDEN... STONE OF LITTLETON

27. This regular mortgage is subordinate to the first mortgage of TALMIN HOME recorded and payable.

24. Notwithstanding anything to the contrary, any future advances or other advances made by the Borrower to Lender and secured by this Contingency Note shall have the same priority and for the same period as the Advances made by the Lender.

25. The Bank does not intend nor is it obligated to receive this note at the end of the term of this note.

**RICHARD J. THULAND**  
**X-12-10-67-14**

BY SIGNING BELOW, PART-WAKER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY ADDENDA OR EXHIBIT ADDED BY BORROWER AND RECORDED WITH IT.

Graduate Project Rider       Planned Unit Development Rider  
 Other(s) [Specify] MIGE. RIDER

22. **Waiver of Homelessness.** Borrower waives the right of homelessness except in the Property.

23. **Waiver of Security Interest.** Lender or more riders are excused by Borrower and Lender together with the other riders and beneficiaries of each such rider shall be incorporated into a valid and enforceable instrument (h) or contracts, the documents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. **Family Rider.**

20. Inander 11. Pursuant to the expiration of any period of redemption, following judgment in person, by agreement of the parties or by judicially appointed receiver(s) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property notwithstanding any lease or tenancy in existence at the time of such appointment.

21. Notwithstanding the above, upon payment of all sums due, secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower or shall pay any recording costs.

19. **Access, due, Demand, Lender shall have sole right to accelerate following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 above) to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including:**

**NON-LINEAR FORM COVARIANTS.** Bottowever and Land et al further covariant and agree as follows:

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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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. 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.

**9. 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, 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.

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.

**10. 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.

**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 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.

**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 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.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, 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 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.

**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 had no acceleration 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 paragraphs 13 or 17.

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