

# UNOFFICIAL COPY

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## MORTGAGE

508978-4

13.00

THIS MORTGAGE ("Security Instrument") is given on MAY 28  
1986. The mortgagor is

WILLIAM J. HOLMSTROM AND SHARON HOLMSTROM, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
1210 CENTRAL AVENUE  
WILMETTE, ILLINOIS 60091

("Lender").

Borrower owes Lender the principal sum of  
EIGHTY TWO THOUSAND AND NO/100---

Dollars (U.S. \$ 82,000.00). 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 JUNE 1, 2001. 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 24 IN COUNTRY PARK SUBDIVISION NUMBER 2, A SUBDIVISION OF LOT 2  
(EXCEPT THE WEST 60 FEET OF THE NORTH 363 FEET THEREOF AND EXCEPT THE  
EAST 120 FEET OF THE NORTH 363 FEET THEREOF) IN OWNERS SUBDIVISION  
OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE EAST  
1 ROD THEREOF) OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
MARCH 4, 1954 AS DOCUMENT NUMBER 15847141 IN COOK COUNTY, ILLINOIS.

RE TITLE AGENCY ORDER # C14643

04-33-411-004 H.W.

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which has the address of 903 WEDEL LANE GLENVIEW  
[Street] (City)

Illinois 60025 ("Property Address");  
[Zip Code]

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.

BOX 169

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

VMP • 8 (IL)

VMP MORTGAGE FORMS • (313) 792-4700 • (800) 621-7291

Form 3014 12/83



# UNOFFICIAL COPY

UNIFORM COVENANTS, Borrower and Lender, Security Instrument Agreement Form WS-3 S-1

**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 household 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 household 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; Leases.** 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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**UNOFFICIAL COPY** בנוסף ל-10 רפודוטים נוספים אשר הוראותיו נקבעו בתקנון הוראותיו של מפקד הפלגה (בבבון)

18. Borrower's Right to Release. If Borrower makes certain disbursements to the earliler of (a) 5 days (or such other period as Borrower deems necessary) before sale of the Security Instruments, Borrower shall have the right to have enforcement of the Security Instruments discontinued pending final disposition of the property. If Borrower makes certain disbursements to the earliler of (a) 5 days (or such other period as Borrower deems necessary) before sale of the Security Instruments, Borrower shall have the right to have enforcement of the Security Instruments discontinued until the date of acceleration under paragraph 17.

Secured in this way, it is the desire of this company to have a secure and safe place for the storage of your property.

17. Transfer of the Property or a General Interest in Power. If all or any part of the property or any interest in it is sold or transferred (or if it is bequeathed) inter vivi or by will, the transferee shall have all the rights and powers of the transferor.

Note are declared to be executable. To this end the provisions of this Security Discretionary Information which can be given effect without the configuration provision. Note that this note is not intended to limit the use of this Note and of this Security Discretionary Information.

18. **Corporate Security Instruments**. This Security instrument shall not affect other provisions of this Security instrument or the Note.

Millions of real estate applicants raw require use of another method. The notice shall be directed to the property address or any other address where the designee by notice to Lender. Any notice given by real class mail to Lender's address stated herein or any other address under circumstances by notice to Lender. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Creditor when given in provided

13. **Licensing Agreements**: All agreements, 3rd party provisions or applicable laws that affect or permit the Note or this Security Instrument to be recorded, delivered or otherwise made available to the holder of the Note or this Security Instrument shall be delivered by the grantor to the holder of the Note or this Security Instrument.

12. **Loan Charges.** If the loan secured by us security instrument is subject to a law which sets maximum loans charges, and that law is finally interpreted so that the interests 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 limits; and (b) any sums already collected from Borrower will be deducted from 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 charge under the Note.

postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 10. Borrower Notes Releas~~s~~; Forbearance By Lender Not a Waiver. Extension of the time for payments or modification of the payment schedule of the sums received by the Security Instrument by Lender to any successor in interest of Borrower, shall not operate to release the liability of the original Borrower or to Borro~~w~~er's successors in interest of the sums received by the Security Instrument by Lender to any successor in interest of the original Borrower or to Borro~~w~~er's successors in interest to pay the original principal amount of the note or any interest thereon or any other sum due under the note or any other obligation of Borrower to Lender, except as provided in paragraph 11.

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to collect the proceeds, either to restoration or repayment of the Property or to the sum accrued by this Security Instrument, whichever or not then due.

Interest Borrows and Lends otherweise in writing, the sums secured by just Security shall be reduced by the amounts of the proceeds multiplied by the following ratios: (a) the total amount of the sums secured before the time taken, divided by (b) the fair market value of the property immediately before the time taken.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, and hereby assignd and shall be paid to Lender.

Borrower shall pay the premium amounts specified in the instrument that insures the life of the beneficiary under the insurance policy. Borrower's wife and children shall be entitled to receive such sums as may be necessary to meet the expenses of their support and maintenance during their lives. The sum so paid by Borrower to the insurance company shall be deducted from the amount of the claim recoverable by the beneficiaries.

If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument,