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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. Noticees. 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 for 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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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.

7. **Protection of Lender's Rights in the Property:** Mortgagor fails to perform the covenants and agreements contained in this Security instrument, or there is a legal proceeding against him which may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy), probate, for confirmation or to enforce laws or regulations, then Lender may take such action as may be necessary to protect his interest in the Property, probate, for confirmation or to enforce laws or regulations, or to collect sums secured by a lien which has priority over this Security instrument.

6. **Preferential and Mutual Assistance of Property; Leaseholds; Borrower shall not destroy, damage or subdivide any property, plant or equipment used by the lessee in its business.**

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal or interest payments referred to in paragraphs 1 and 2 or changing the amount of the payment, or postponing the due date of the monthly payments prior to the acquisition 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.

Urgent Leader and Borrower agreement in writing. Insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration of repair is economically feasible and Leader's security is not breached. If the restoration of repair is not economically feasible in writing, insurance proceeds shall be applied to repair or to pay sums secured by this Security instrument, whether or not there due. The Lender will begin the process to settle a claim, then Leader may collect the insurance proceeds. Leader may use the proceeds to restore the property to settle a claim, or does not answer within 30 days a notice from Leader that insurance carrier has breached or abandoned the property, or does not advise within 30 days a notice from Leader that insurance carrier has breached or abandoned the property, whether or not there due, with any less paid to Borrower. If applied to the sums secured by this Security instrument, the insurance proceeds shall be applied to the sums secured by this Security instrument, whichever or not there due, with any less paid to Borrower.

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 renewals and renewal notices. In the event of loss, Borrower shall give to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

5. **Liaised Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term, "extreme and/or average" and any other hazards for which Lender requires, premiums to be chosen by Borrower subject to Lender's approval which shall not be unreasonable.

Borrower shall promptly discharge my lien which has priority over this Security Instrument unless I notify Borrower within 10 days of the filing of notice.

3. **Application of 1996 Act.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to reduce the charges due under the Note; second, to principal due; and last, to interest due.

shall be paid to one of the Funds, unless an agreement is made for application of the preceding sentence, borrower and lender may agree in writing that interest shall be paid to one of the Funds, unless an agreement is made for application of the preceding sentence, borrower and lender may agree in writing that interest

The funds shall be held in an institution of account of a federal agency funding under a budget in accordance with the regulations of the Secretary of Finance.

1. Payment of Prejudicial and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on 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 Note date monthly payments adequate to cover the taxes and assessments which may accrue under the Note, until the Note is paid in full, at a sum ("Taxes") equal to one-twelfth of (a) yearly taxes and assessments which may accrue over the term of the Note; (b) yearly insurance premiums; (c) yearly motor vehicle insurance premiums; (d) yearly leasehold payments on ground rents on the Property; (e) any yearly hazard insurance premiums; and (f) yearly insurance premiums, if any. These items are called "escrow items". Lender may estimate the funds due on the basis of insurance premiums, if any. Funds for Taxes and Insurance are called "escrow items".

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DUK COUNTY, ILLINOIS

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[Space Above This Line For Recording Date]

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 22**
19 89. The mortgagor is **CARL J. BACKSTROM AND SANDRA D. BACKSTROM, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **ALSIP BANK AND TRUST**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**

, and whose address is

11900 SOUTH PULASKI

ALSIP, ILLINOIS 60658

("Lender").

Borrower owes Lender the principal sum of

FIFTY THREE THOUSAND AND NO/100

Dollars (U.S. \$ **53,000.00**). 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 **DECEMBER 1, 2019**. 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 55 (EXCEPT THE NORTH 200 FEET THEREOF), IN FREDERICK H. BARTLETT'S CICERO AVENUE FARMS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 LYING EAST OF DITCH AND SOUTH OF MAIN ROAD, (EXCEPT THE SOUTH 33 FEET CONVEYED TO RAILROAD), OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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28-04-409-023

which has the address of **14157 LAVERNE**
(Street)

CRESTWOOD
(City)

Illinois **60445** (Zip Code) ("Property Address");

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.

ILLINOIS -- Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

 SFIL (IL) 1989

VAN MORTGAGE FORMS • 01/02/00 01/00 • 0800621-7201

Form 3014 12/93

Amended 8/87

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11900 SOUTH PULASKI		ALSTIP, ILLINOIS 60635
NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 9/13/93		ALSTIP BANK AND TRUST
MARIE T. HYNES		RECORD AND RETURN TO:
OFFICIAL SEAL		

PREPARED BY: JOANNE MC CULLAN IL 60658
NOTARY Public

MY Commission expires: 9/13/93

Given under my hand and official seal, this 22 day of December, 1989

for forth.

I, Sandra Bakstrom,
do hereby certify that CARL J. BAKSTROM AND SANDRA D. BAKSTROM, HUSBAND AND WIFE
do hereby certify that CARL J. BAKSTROM AND SANDBA D. BAKSTROM, HUSBAND AND WIFE
, a Notary Public in and for said county and state,
signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The X
, personally known to me to be the same person(s) whose name(s) ARE
1. Sandra Bakstrom State Seal
County ss:
STATE OF ILLINOIS.

(Space below this line for Acknowledgment)

--Borrower
(Seal)

--Borrower
(Seal)

SANDRA D. BAKSTROM
CARL J. BAKSTROM
(Seal)
--Borrower

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 Instrument
and in any rider(s) executed by Borrower and recorded together with it.

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Tenant Rider
- Planned Unit Development Rider
- Other(s) [Specify]

[Check applicable boxes]
22. Whether or Homested, Borrower waives all right of homestead exemption in the property.
Instrument without charge to Borrower, Borrower shall pay any recordation costs.
23. Riders to this Security Instrument, the covenants of each such rider shall be incorporated into this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of this Security Instrument shall be incorporated into this Security Instrument unless otherwise provided in the rider(s).
24. Riders to this Security Instrument shall be incorporated into this Security Instrument unless otherwise provided in the rider(s).
25. Riders shall be entitled to notice of termination and termination of this Security Instrument by written notice at least 60 days from the date of notice to Borrower. Any notice so given shall be limited to the period during which the security interest is held by the holder of the security interest. Such notice may be given by personal service, mail, telephone, fax, electronic mail or any other method permitted by law. Notice may be given by registered mail, certified mail, return receipt requested or any other method of delivery which provides written confirmation of receipt to the holder of the security interest. Such notice may be given by telephone if the holder of the security interest has agreed in writing to accept such notice by telephone. Such notice may be given by electronic mail if the holder of the security interest has agreed in writing to accept such notice by electronic mail. Such notice may be given by fax if the holder of the security interest has agreed in writing to accept such notice by fax. Such notice may be given by regular mail if the holder of the security interest has agreed in writing to accept such notice by regular mail. Such notice may be given by telephone if the holder of the security interest has agreed in writing to accept such notice by telephone. Such notice may be given by electronic mail if the holder of the security interest has agreed in writing to accept such notice by electronic mail. Such notice may be given by regular mail if the holder of the security interest has agreed in writing to accept such notice by regular mail.

26. Lender in possession, Upon acceleration under paragraph 19 of this instrument or by judgment, decree or order of a court, or other proceeding, and if no sale can be made of the property under paragraph 19, including but not limited to, reasonable attorney fees and costs of title evidence,
27. This security instrument contains further demand and may require the Secured Party to make payment in full of all sums received on receipt of a mandatory notice or reinstatement of rents, including but not limited to, receiver's fees, premiums on recorders bonds and reasonable attorney fees, and then to the sum secured by this Security Instrument.
28. Rider shall be entitled to notice of termination and termination of this Security Instrument by written notice to the holder of the security interest. Such notice may be given by personal service, mail, telephone, fax, electronic mail or any other method permitted by law. Notice may be given by registered mail, certified mail, return receipt requested or any other method of delivery which provides written confirmation of receipt to the holder of the security interest. Such notice may be given by telephone if the holder of the security interest has agreed in writing to accept such notice by telephone. Such notice may be given by electronic mail if the holder of the security interest has agreed in writing to accept such notice by electronic mail. Such notice may be given by fax if the holder of the security interest has agreed in writing to accept such notice by fax. Such notice may be given by regular mail if the holder of the security interest has agreed in writing to accept such notice by regular mail. Such notice may be given by telephone if the holder of the security interest has agreed in writing to accept such notice by telephone. Such notice may be given by electronic mail if the holder of the security interest has agreed in writing to accept such notice by electronic mail. Such notice may be given by regular mail if the holder of the security interest has agreed in writing to accept such notice by regular mail.

19. Acceleration: Lender shall have power to accelerate payment under paragraph 13 and 17 unless applicable law prohibits otherwise; The holder may require the note to be paid when the action required to cure the default is not less than 60 days from the date the default occurs, by which time such be cured; and

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