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DEPT-01

T#44441 TRAN 1510 08/14/09 12:27:00 \$15.25

#802 H 15 - 89-374743

COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

ISB LOAN #1004498

MORTGAGE

89374743

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10
19 89 The mortgagor is MICHAEL J. STRICKLER, A MARRIED MAN, MARRIED TO: **LINDA L.
STRICKLER AND KATHLEEN M. KALATA, SINGLE NEVER MARRIED

("Borrower"). This Security Instrument is given to INVESTORS SAVINGS BANK, F.S.B., ITS SUCCESSORS
AND/OR ASSIGNS which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is
MINNETONKA FINANCIAL CENTER, 10801 WAYZATA BOULEVARD, SUITE 300,
MINNETONKA, MINNESOTA 55343 ("Lender").

Borrower owes Lender the principal sum of *EIGHTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100-----

-----Dollars (U.S. \$ 87,700.00). 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 SEPTEMBER 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 8 IN BLOCK 10 IN FOURTH ADDITION TO CLEAVING, BEING A
SUBDIVISION OF THE SOUTH 3/4 OF THE WEST 1/2 OF THE
SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-17-426-023

**LINDA L. STRICKLER - SIGNING SOLELY FOR THE PURPOSES OF WAIVING ANY AND ALL
MARITAL HOMESTEAD OBLIGATIONS

Cook County Clerk's Office

which has the address of

6222 SOUTH MONITOR AVENUE

CHICAGO

60638

[Street]

[City]

Illinois

[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 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.

4/15 ad mail

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OAK BROOK, ILLINOIS 60521
2311 WEST 22ND STREET, SUITE 100
INVESTORS SAVINGS MORTGAGE CORP.
RECORD AND RETURN TO:



2311 WEST 22ND STREET, SUITE 100
INVESTORS SAVINGS MORTGAGE CORP.
RECORD AND RETURN TO:

OAK BROOK, IL
ROSA SEARY
THIS INSTRUMENT PREPARED BY
NOTARY PUBLIC
VICKI KARLAUFER
OFFICIAL SEAL

MY Commission expires:

Given under my hand and official seal, this 10th day of AUGUST 1989

set forth.

signed and delivered the said instrument as THIRTY 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 they

, personally known to me to be the same person(s) whose name(s) are

do hereby certify that MICHAEL J. STRICKLER, married to Linda L. Strickler and
KATHLEEN M. KALATA, single never married

, a Notary Public in and for said county and state,

I, the undersigned

County ss:

COOK

STATE OF ILLINOIS,

MAINTAINING SECURITY FOR THE PURCHASE OF MORTGAGE AND ALL

**SIGNING SOLELY FOR THE PURPOSES OF MAINTAINING ANY AND ALL
KATHLEEN M. KALATA, SINGLE NEVER MARRIED
(Seal)

** LINDA L. STRICKLER
MARRIED TO:
MICHAEL J. STRICKLER, A MARRIED MAN BORROWER
(Seal)

Instrument and in any other(s) executed by Borrower and recorded with it,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Other(s) [Specify] OCCUPANCY RIDER

Graduate student Rider Planned Unit Development Rider

Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument [Check applicable box(es)]
23. Relates to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants of this Security Instrument as if the rider(s) were a part of this Security

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security prior to the expiration of any redemption period following judicial sale, by agent or by judicially appointed receiver, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.

20. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.
Instrument without further demand and may foreclose this Security instrument in full or all sums secured by this Security instrument or a default or any other default of Borrower to accelerate immediate payment, before the date specified in the notice, Lender at its option may require payment of the default is not cured on or before the date specified in the notice to remit to Lender or the receiver's fees, premiums on the property including those past due. Any rents collected by Lender or the receiver shall be applied first to pay rent of the property managed by Lender or the receiver, then to pay premium on the property, including, but not limited to, reasonable attorney fees and costs of title evidence.
Instrument of a default or any other default of Borrower to accelerate immediate payment, if the default is not cured on or before the date specified in the notice to remit to Lender or the receiver, shall be applied first to pay rent of the property managed by Lender or the receiver, then to pay premium on the property, including, but not limited to, reasonable attorney fees and costs of title evidence.

19. Acceleration; Remedies. Lender shall give further notice and agree as follows:

NON-UNIFORM COVENANTS BORROWER AND LENDER FURTHER COVENANT 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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the date of disbursement at the Note and shall be payable, with interest, upon notice from Lender to Borrower Security Instruments. Unless Borrower and Lender under this paragraph 7 shall become additional debt of Borrower secured by this instrument.

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney's fees and costs of defending in the Property, Lender's actions may include paying any sums accrued by a lien which has priority over this Security Instruments.

in the Property, then Lender may pay for what ever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or other legal proceeding that may significantly affect Lender's rights in this Security Instrument, or there is a legal proceeding to enforce a provision and agreements and agreements contained in this Security Instrument, or there is a merger of Lender and Borrower.

7. Protection of Lender's Rights in the Property; Mortgagor shall not merge in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and

6. Preservation of Property; Leaseholds. Borrower shall not destroy, damage or substantially damage to the Property prior to the beginning.

Instrument immediately prior to the beginning. Any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Lender and Borrower otherwise agree to the beginning.

Unless Lender and Borrower notice is given,

the property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender, the insurance has applied to the sums secured by this Security Instrument, whether or not then due, within 30 days paid to Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Property damage, if the restoration of repair is reasonably feasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree to promptly by Borrower shall promptly give to Lender all receipts of paid premiums and renewals notices. If Lender and Borrower shall include a standard mortgage clause.

Lender shall have the right to hold the notes and renewals, if Lender requires, and any other hazards for which Lender measured against loss by fire, hazards included within the term "extensive coverage", and any other hazards for which Lender

5. Standard Insurance. Borrower shall keep the property of herafter erected on the Property of paid premiums and renewals notices. This insurance shall be maintained in the event of loss. Borrower shall promptly give to Lender a reasonable warranty.

Notice is issued providing the insurance shall be chosen by Borrower subject to Lender's approval which shall be required to hold the notes and renewals, and any other hazards for which Lender determines that any part of the Property is subject to a lien which may attach prior to this Security Instrument. If Lender may give within 30 days

agreements against damage to the extent of the repair or replacement of the Lender's property or equipment of the Lender in good faith by, or any other hazards for which Lender in a manner acceptable to Lender, (b) consents in good receipt of the payment, may retain all receipts of the payment, if Lender retains all receipts of the payment, to Lender a reasonable warranty.

Borrower shall provide to the Lender, to whom it is delivered, to Lender's acceptance to receive the payment, to Lender a reasonable warranty.

Property which may strain ligatures, over this Security Instrument, and leasehold payments of ground rents, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender a reasonable warranty.

Note: Third, to amounts payable under paragraph 2; fourth, to late charges due under the Note; second, to prepayments otherwise, all payments received by Lender in a reasonable warranty.

3. Application of Premiums. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayments otherwise, unless applicable as a credit, to assist the sums secured by this Security Instrument.

than immediately paid, to the sake of the Property its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender, if under paragraph 19 the Property is sold to a third party, no later upon 1st, until in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall pay to Lender any amount of the Funds held by Lender to pay the escrow items to Lender, either promptly paid to Borrower or credited to Borrower on monthly payments of Funds. If the

Funds are held by Lender, to pay the escrow items when due, Borrower shall pay to Lender any amount of the Funds held by Lender to pay the escrow items to Lender, either promptly paid to Borrower or credited to Borrower on monthly payments of Funds. If the

Funds are held by Lender, to add additional securities to the sums secured by this Security Instrument, unless

Lender may not charge for holding and applying the Funds, analyzing the account of escrow items, unless or state agency (including Lender if Lender is such an institution the depositors of which are insured or guaranteed by a federal

The Funds shall be held in an institution the depositors of which are insured or guaranteed by a federal basis of current data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, unless one-twelfth of the day monthly payments are due under the Note, until the cost of an independent tax reportings service shall be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing by Lender in connection with the Funds, unless an agreement is made or applicable law requires Lender to pay the cost of an independent tax reportings service shall be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing by Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed

Lender may not charge for holding and applying the Funds, analyzing the account of escrow items, unless or state agency (including Lender if Lender is such an institution the depositors of which are insured or guaranteed by a federal

3. Payment of Premium and Late Charges. Borrower and Lender covariant and agree as follows:

UNIFORM COVENANTS. Borrower and Lender shall pay any prepayment and late charges due under the Note.

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Loan Number 1004498

OCCUPANCY RIDER TO SECURITY INSTRUMENT

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Security Instrument (which may be a deed of trust, mortgage, security deed or other security instrument) as well as the Promissory Note of the same date which is secured by said Security Instrument. During such time that the provisions of said Security Instrument or Promissory Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

If the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), or any other third party buys all or some of Lender's rights under said Security Instrument and Promissory Note, this Rider will no longer have any force or effect. If, thereafter, FHLMC, FNMA, or any other third party should transfer said Security Instrument and Promissory Note to Lender or Lender's successor in interest or assigns, the provisions of this Rider shall thereupon be reinstated.

OWNER-OCCUPANCY REQUIREMENT

As an inducement for Lender to make the loan secured by the Security Instrument, Borrower has agreed to:

- (1.) occupy as Borrower's primary residence the real property commonly known as
6212 SOUTH MONITOR AVENUE, CHICAGO, ILLINOIS 60638
("Real Property") within 30 days of the date the Security Instrument is recorded and
- (2.) continue to occupy said Real Property through the one-year anniversary date of the recordation of the Security Instrument. Lender may waive this one-year occupancy requirement if Lender, in its sole discretion, determines that Borrower failed to meet this requirement for reasons beyond his/her control.

Borrower acknowledges that Lender would not have agreed to make the loan if the Real Property were not to be owner-occupied and that the interest rate set forth on the face of the Promissory Note, as well as other terms of the loan, were determined as a result of Borrower's representation that the Real Property would be owner-occupied.

Borrower further acknowledges that, among other things, purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchases of loans) typically require that properties securing loans acquired by such purchasers be owner occupied, and will reject loans for which the security properties are not owner-occupied; the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the security property is not owner-occupied; and, if and when Lender makes a loan on non-owner-occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties.

Accordingly, in the event the Real Property is not occupied as Borrower's primary residence within 30 days of the recordation of the Security Instrument and through the one-year anniversary date of the recordation of the Security Instrument, the holder of the Promissory Note may, solely at the holder's option, either:

- (a) declare all sums owed under the Promissory Note and secured by the Security Instrument to be immediately due and payable, or
- (b) if the loan's interest rate is fixed, increase the interest rate set forth in the Promissory Note by one percentage point (1.00%), effective the date the Security Instrument was recorded, with all subsequent monthly payments adjusted accordingly; or if the loan's interest rate is adjustable, increase the interest rate, the margin and the limits on adjustments to the interest rate by one-half of one percentage point (.50%), effective the date the Security Instrument was recorded, with all subsequent monthly payments adjusted accordingly.

Notwithstanding the above, in no event shall any of the provisions contained herein result in an interest rate in excess of the maximum permitted by law.

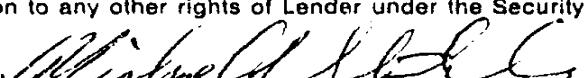
If any court of competent jurisdiction determines that any term, covenant, condition or provision herein, or the application thereof to any circumstance is invalid, void or unenforceable, the same shall be deemed severable from the remainder and shall in no way affect any other term, covenant or provision or the application thereof to circumstances other than those to which it is held invalid.

The rights of the Lender hereunder shall be in addition to any other rights of Lender under the Security Instrument or as allowed by law.

Date 8/10/89

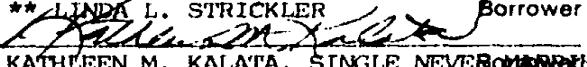
Date 8/10/89

Date 8/10/89


MICHAEL J. STRICKLER, MARRIED BORROWER

MARRIED TO: **

** LINDA L. STRICKLER BORROWER


KATHLEEN M. KALATA, SINGLE NEVER MARRIED

**SIGNING SOLELY FOR THE PURPOSES OF WAIVING ANY AND ALL MARITAL HOMESTEAD OBLIGATIONS

Occupancy Rider to Security
Instrument BRI 300 (7/88)

EF442369

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[Space below this line for acknowledgement]

STATE OF ILLINOIS,

I, *Sandra Wiech*
do hereby certify that

LINDA L. STRICKLER

County ss: *Cook*

, a Notary Public in and for said county and state,

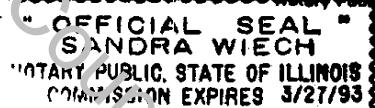
, personally known to me to be the same person(s) whose name(s) **IS**
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **She**
signed and delivered the said instrument as **HER** **free and voluntary act, for the uses and purposes therein**
set forth.

Given under my hand and official seal, this 10TH day of AUGUST , 19 89

My Commission expires:

THIS INSTRUMENT PREPARED BY:
ROSA BEATY
OAK BROOK, IL

RECORD AND RETURN TO:
INVESTORS SAVINGS MORTGAGE CORP.
2311 WEST 22ND STREET, SUITE 100
OAK BROOK, ILLINOIS 60521



STL 1022863