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ILLINOIS TITLE COMPANY, L.L.C.

MTC
01/01/99 2/23/99
AFTER RECORDING MAIL TO:
LASALLE TALMAN HOME MORTGAGE
CORPORATION
CORRESPONDENT LENDING UNIT
4242 N. HARLEM AVE.
NORRIDGE, IL 60634

AP# SANDS, B5621305
LN# 5621305

DEPT-D1 RECORDING \$37.
120011 TRAN 6664 04/21/97 13:41:00
\$5089 + KP *--97-27351
COOK COUNTY RECORDER

97273513

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 15, 1997 . The mortgagor is Brian Sandstrom and VIRGINIA G Sandstrom, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to Power Mortgage, Inc, AN ILLINOIS CORPORATION , which is organized and existing under the laws of the State of Illinois , and whose address is 1701 E Woodfield Rd, Schaumburg, IL 60173 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand Dollars and no/100 Dollars (U.S. \$ 100,000.00). 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 May 1, 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and 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 Cook County, Illinois:

SEE ATTACHED LEGAL DESCRIPTION

which has the address of

5701 N. Drake
(STREET)

Chicago
(CITY)

Illinois 60659 ("Property Address");
(ZIP CODE)

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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 at any time is not sufficient to pay the Escrow items due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds were pledged as additional security for all sums secured by this Security instrument. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Borrower 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 debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

However, Lender may require Borrower to pay a one-time charge for a non-refundable real estate tax and appraisal fees Borrower interest on the Funds and Escrow account, or varying the Escrow items, unless Lender pays Borrower interest to pay the Funds and Escrow account, or charge Borrower for holding bank, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to such an institution or entity for the benefit of Lender, if Lender is insured by a federal agency.

The Funds shall be held in an institution whose deposits are insured by a federal agency, expenditures of future Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current and reasonable estimate of account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another party to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of mortgage loan may require for Borrower's Escrow maximum amount a lender for a federal, any time, collect and hold Funds in an amount not to exceed the called "Escrow items." Lender may, in view of the payment of mortgage insurance premiums, These items are the provisions of paragraph B, in view of the payment of mortgage insurance premiums. These items are mortgage insurance premiums, and (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums; (b) yearly leasehold payments of ground rents on the Property, if any; instrument as a lien on the property; (c) yearly taxes and assessments which may attach prior to Lender, in accordance with full, a sum ("Funds") for (a) yearly taxes and assessments which may attach prior to Lender over this Security.

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") for (a) yearly taxes and assessments which may attach prior to Lender over this Security, plus interest thereon at the rate agreed as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

PROPERTY: Covenants with limited variances by jurisdiction to constitute a uniform security instrument covering real property.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all agreements, appurtenances, and fixtures now or hereafter attached to the property, all real property is referred to in this Security instrument as also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 leasehold 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 (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 or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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, 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 21 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.

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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.

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 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.

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20. Hazardous Substances. Borrower shall not cause or permit the presence, use, storage, release to do, anything affecting the Property that is in violation of any Environmental Law. The preexisting substances shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the loan servicer unrelated to a sale of the Note. If there is a change of the loan servicer and the new loan servicer name and address of the change in accordance with paragraph 14 above applies to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Release. If no acceleration had occurred, however, this right to release shall apply in the case of acceleration as if no acceleration had occurred. This Security Instrument and the note underlying it shall continue unchanged. Upon reasonable notice to pay the sum secured by this Security Instrument shall continue unchanged. Upon reasonable notice to pay the sum secured by this Security Instrument, the note underlying it, Lender's rights against the Borrower, and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchanged. Lender may include, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may take to collect all amounts which have been collected in enforcing this Security Instrument, any other claimants of aggregate amounts; (c) pays all expenses incurred in enforcing this Security Instrument, due under this Security Instrument and the Note as if no acceleration had occurred; (b) certifies any default of this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which have been collected pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing days (or such other period as applicable law may specify for reinstatement) before sale of the Property right to have another instrument of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days after exercise of this Note, Lender shall give Borrower notice of acceleration. The notice shall be given without further notice or demand on Borrower.

17. Transfer; or, 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 Borrower is prohibited by federal law as of the date of this Security Instrument, to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument. Borrower must pay all sums secured by this Security Instrument, if Borrower fails to pay these sums prior to a period of not less than 30 days from the date the note is delivered or mailed within which provide a period of not less than 30 days from the date the note is delivered or mailed within which Lender exercises this Note, Lender shall give Borrower notice of acceleration. The notice shall be given without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. The Note and of this Security Instrument and the Note are declared to be severable. and the provisions of this Security Instrument and the Note are given effect without the conflicting provision. To the extent of the provisions of the Note which can be given effect without the conflicting provision, the Note of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent of the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, the Note of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent of the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, the Note of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent of the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, the Note of this Security Instrument or the Note which can be given effect without the conflicting provision.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give 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 default; (b) the action required to cure the 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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.

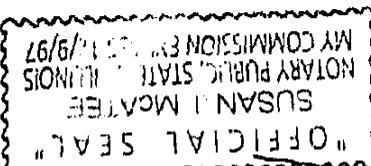
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument 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] | <input type="checkbox"/> IHDA Rider | |

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Notary Public
George Anderson
Address: 4242 N. Harlem Avenue
Nortridge, IL 60634
My Commission Expires: 10/1/97

This instrument was prepared by: George Anderson

Given under my hand and official seal, this 15th day of April, 1997,
delivered the said instrument as thereto and acknowledged that they signed and
delivered the same before me this day in person, and acknowledge that they uses and purposes thereon
set forth.
Personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed and

Brian Sandstrom and VIRGINIA G Sandstrom
County ass:
STATE OF ILLINOIS COOK

[Space Below Line For Acknowledgment]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

VIRGINIA G Sandstrom
(SEAL)

Brian Sandstrom
(SEAL)

Witnesses:
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in page 1
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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LEGAL DESCRIPTION

THE SOUTH 29.2 FEET OF LOT 19 IN BLOCK 67 IN W.F. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 1 AND OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION LYING WEST OF THE WESTERLY LINE OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO (EXCEPT STREETS HERETOFORE DEDICATED) IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# B3-02-418-043

9-2012
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