RECORD & RETURN TO:

WM. BLOCK & COMPANY INC. 5 MARKET SQUARE COURT LAKE FOREST, IL. 60045

COOK COUNTY, ILLIND FILED FOR RECORD

1392 OCT 21 PH 12: 35

92782185

THIS DOCUMENT PREPARED BY:

FOR WM. BLOCK & COMPANY INC.

92782185

[ Space Above This Line For Recording Date ]

LOAN # 571885

#### MORTGAGE

THIS MORTO . TE ("Security Instrument") is given on OCTOBER 19 . The morragor's LEONARD E. WOOD III AND MARY ELLEN WOOD, HUSBAND AND WIFE

("Borrawer"). This Security is strument in given to WML BLOCK & CO., INC.

ITS SUCCESSORS (A ASSIGNS

which is organized and existing u ide the laws of STATE OF ILLINOIS

, and whose address is

("Lander").

254 MARKET SQUARE

LAKE FOREST, IL 60045

Borrower owes Lender the principal sum ( ) WO HUNDRED TWO THOUSAND THREE HUNDRED AND

0/2/5

00/100

Dollars V.S. \$ 202,300.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), whi is provides for monthly payments, with the full deht, if not paid serilor, due and payable on NOVEMBER 1, 2022 . This Security Instrument secures to Londer: (a) the repayment of the debt evidenced by the Note, with pricrest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advisinged under paragraph 7 to protoct the security of this Security Instrument; and (a) the performance of Borrower's covenants and agreements under this Socurity in trument and the Note. For this purpose, Borrower does hereby mortgape, grant, and convey to Lander the following described property located in County, Illinois: COOK

LOT 3 IN HUMMEL'S WILMETTE TERRACE, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, TANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 05-33-400-06 which has the address of 119 LAVINDALE

WILMETTE

Illinois 60091

1Zip Code

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ensements, appurtenences, and fixtures now or hereafter a part of the property. All replacements and additions shall also be ucvered by this Security Instrument. All of the foregoing is referred to in this Security Instrument is the "Property."

BORROWER COVENANTS that Betrower 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 demends, subject to any encumbrances of record-

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

11 INOIS - Single Family - Fennie Wee/Freddle Mac UNIFORM INSTRUMENT

FORM 3014 9/90 (page 1 of 5 pages)

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

1. Payment of Principal and Interior; 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 ("Funda") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument; as a lien on the Property; (b) yearly leadehold payments or ground rents on the Property, if eny; (c) yearly hazerd or property insurance premiums; (d) yearly flood insurance premiums, if any; yearly mortgage insurance premiums, if eny; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Digitower's secrow account under fieldinal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12. U. S. C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds set 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 Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Horne Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lander may not charge for holding and applying the Funds, annually enalyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real astate tax reporting service used by Lender in connection with this loan, unless replicable law provides otherwise. Unless an agreement is made or an 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits at displication to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for a hours secured by this Security Instrument.

if the Funds hell, by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in account me with the requirements of applicable law. If the amount of Funds held by Lender at any time is not sufficient to pay the Economy terms when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount riscessury to riske up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of cl. sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2°, Linder 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 is erges due under the Note; second, to amounts payable under paragraph 2; third, to inverse due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all tixe is 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 menner, Borrower shall pay them on time directly to the paragraph. Borrower shall promptly furnish to Linday 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 psyments.

Borrower shall promptly discharge any ilen which has pri vit! over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a merine 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 satisfie or y 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 actisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

E. Hazard or Property Insurance. Borrowor shall keep the improvements now existing or hereafter erected on the Property insured against loss by five, hezeros included within the term "extended coverage" and any other hezerds, including floods or flooding, for which Lender requires this insurance shall be maintained in the mounts 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's ny, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policins 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 insure in contribution and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shell be applied to reator ion or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not tessened. If the restoration or repair is not economically feasible of 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 aboundons the Property or does not answer within 30 glays a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the assurance 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
peragraph 19 the Property is equired 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.

Borrower shell occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the dalle of occupanct, unless lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are boyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begin that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's securi

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orn, respectes comprehense engrepense slotte som improvide behalter til der slift fill dismodiation till still En 1800 – I sennels in ere it en en en en grand som som et till strikken i de element. En syntames ytt sligtet क्षेत्रकोर सम्बद्ध के लाल १५० (१९) सोहिक्स स्वतिकार है जाती है। पूर्व राज्य के सामान सर्वतिकार स्वतिकार है स्वतिकार स्वतिकार स्वतिकार स्वतिकार स्वतिकार स्वतिकार स्वतिकार स्वति ાં એ કેન્દ્ર મળતા પહેલા મુકાનો જેવું હું કેની અમુક અને કિંગ્સાન પૂર્વ કિંગેન્ટ્ર નું મુકાનું કે કેટમાં મુખ્યમાં કરી જે કેવિયા प्रदेशकार्यका भागक प्रकासका सक्ता संन्ताने हेम्पते हैं स्थित (भागका)

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connection with the ican evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrumnet is on a leasehold, Borrower shall comply with all the provisions of the leasehold and the title fee shall not marge unless Lender agrees to the marger in writing.

7. Protection of Lander'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 benkruptcy, 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 attornays'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 accured by this Security Instrument. Unless Borrower and Lender ligrae 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.

- 8. MORTGAGE INSURANCE. If Lunder required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander lapses or casses to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost the Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lander. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-twelfth of the yearly mortgage insurance payments as rives reserve in lieu of mortgage insurance coverage lapsed or cassed to be in effect. Lender will accept, use and retein these payments as rives reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage lin the amount and for the period that Lender requires) provided by an insurance provoed by Lender again becomes available and a phalance. Borrower shall pay the premiums required to maintain mortgage insurance in affect, or to provide a loss reserve, until the recuir or part for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Used it or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower nation of the time of a research to an inspection specifying reasonable cause for the inspection.
- 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.

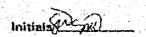
In the event of a total taking (f t), reporty, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excest paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured 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 be once shall be paid to Borrower.

If the Property is chandoned by Eurrower, or in after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for demages, Borrower fails to respect 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 natoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unloss Lender and Borrower otherwise ogree in writing, any application of proceeds to principal shall not extend or pestpone the due date of the monthly payments referred to in paragraphs and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearenus By Lender Not \*'.V. iver. Extension of the time for payment or modification of smortization 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 release to extend time for payment or convise modify amortization of the sums secured by this Security Instrument by reason of any demend made by the original Borrower's successors in interest. Any ferbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercising of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signs re. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrows a splict 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 8 ... over'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, forbest 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. It and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan expected the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to sold set the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refund to to Borrower. Lender may choose to make this refund by reducing the principal awed under the Note or by making a direct payment to Forower. It e refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 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 Lunder. Any notice to Lender shall be given by first class mail to Lender's address stated have no reny 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 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 previsions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. | | Introver shall be given one conformed copy of the Note and of this Security Instument.
- 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 for if a baneficial 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 Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 3D days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls 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.



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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have anforcement 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 flote as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in inforcing this Security Instrument, including, but not limited to, reasonable attorneyer 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 shell 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 paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sald one or more times without prior notice to Borrower. A sale may result 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 Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow enyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small Jurn lies of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintainance of the Property.

Borrower at an promptly give Leader written notice of any investigation, claim, damand, lawault or other action by any governmental or regulatory opency 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 sutherity, that any removal or other remediation of any 'not indoes Substance offecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragram 20, "Hazardous Substances" are those defined as toxic or hazardous substances by Environmental Law and the following substances: "asciline, kerosens, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing "aboutos 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. Bor ower and Lender further covenent and agree as follows:

21. Acceleration; Remedies. Linds 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, (a) 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 'be default must be sured; 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 do over 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. Under at its option may require immediate payment in full of all sums secured by this Security Instrument without further domand and the procedure of the 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, responsible attornays' 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 Shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exer., tion 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 incurred 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 hox(ss)]

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Security Instrument and in any rideria) executed by Borrower and regorded with it.

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