

✓ PREPARED BY:
SHERRY BEHNKE
EVANSTON, IL 60201

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RECORD AND RETURN TO:

1992 MAR 19 PM 10:24

92178849

CDK MORTGAGE, INC.
2902 CENTRAL STREET
EVANSTON, ILLINOIS 60201

92178849

[Space Above This Line For Recording Data]

MORTGAGE

4958328

THIS MORTGAGE ("Security Instrument") is given on MARCH 10, 1992
H. RANDOLPH WILLIAMS
AND NANCY S. WILLIAMS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
CDK MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 2902 CENTRAL STREET
EVANSTON, ILLINOIS 60201
TWO HUNDRED FIFTY FIVE THOUSAND
AND 00/100

Dollars (U.S. \$ 255,000.00).
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 APRIL 1, 2007.

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:

LOT 3 IN BLOCK 10 IN RESUBDIVISION OF BLOCKS 9 AND 10 IN INDIAN HILL
ESTATES IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

31.0
JAN
682949

PIN #05-29-318-015

which has the address of 909 LOCUST ROAD, WILMETTE
Illinois 60091 ("Property Address");
Zip Code

Street, City ,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-BR(L) 01101

VMP MORTGAGE FORMS • (708)285-8100 • (800)621-7201

Page 1 of 8

DPB 1048
Form 3014 9/90

Initials: *JM*

2/8/01

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Form 301A 9/80
UPB 1000

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Borrower shall promptly disclose any information requested by the Lender in a manner acceptable to the Lender; (a) disclose in writing to the Payor agent of the obligation secured by the Lien in the Security Instrument unless Borrower: (a) borrows in writing to the Lender a instrument securing this portion of the obligation and (b) borrows in writing to the Lender a instrument securing this portion of the obligation.

4. **Cumulative, iterative, sequential, successive, changing, linear and impulsive** are the categories which may attain priority over this security instrument, and least should payments or ground rents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, or it not paid in full number, Borrower shall pay them on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of nonpayment to be paid under this paragraph.

3. Application of Punishments. Unless otherwise provided, all payments received by Lentor under Paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under Paragraphs 1 and 2 interest due; fourth, to principal due and last, to any late charges due under the Note.

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 2, Lender shall require or sell the Property, prior to the satisfaction of all

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 exceeds the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than three months under sole discretion.

1. Payment of premium and interest, repayment and late charge, 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.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

Violations by jurisdiction to constitute a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Instruments. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall 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 date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond 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 begun that in Lender's good faith judgment 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 reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith 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 security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases 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 to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

6882726

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16. Borrower's Copy. Borrower shall be given one colorformed copy of the Note and of this Security Instrument.

2000 YEARS AGO

15. Governing Law; Security Instrument. 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 of this Security instrument or of the Note violates applicable law, such conflict shall not affect other provisions of this Security instrument or of the Note which can effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared given effect without the conflicting provision.

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 of 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 instrument.

13. **Loan Contracts.** If the loan secured by this Security Instrument is subject to a law which sets maximum loans in paragraphs, and that law is found by the court to interfere with the collection or enforcement of the debt contained in the instrument, then the debt will be reduced to the maximum amount allowed by law, and the balance will be treated as a separate debt without any payment to the creditor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to the borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to the borrower.

12. Successors and Assigns. Bonds shall bind and benefit the successors and assigns of this Security Instrument until paid in full and severally apply to the bonds and agreements of the original parties.

11. Borrower Not Responsible; Forfeiture of Right to Surrender Not a Waiver; Extension of the Time for Payment or Modification of Amortization of the Note Secured by This Security Instrument Granted by Lender to Any Successor in Interest of Borrower Shall Not Operate to Release the Lability of the Original Borrower or Borrower's Successors in Interest. Lender shall not be required to release the liability of the original borrower or borrower's successors in interest if the original borrower or borrower's successors in interest do not operate to release the liability of the original borrower or borrower's successors in interest. Lender shall not be required to release the liability of the original borrower or borrower's successors in interest if the original borrower or borrower's successors in interest do not operate to release the liability of the original borrower or borrower's successors in interest.

subjected to this security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offer 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, either to restoration or repair of the Property or to the sums

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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, shall be reallocated by reduecting by the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts of the sums secured by this Security Instrument immediately before the taking, divided by (b) the fair market value of the following fractions: (a) the total amount of the sums secured by this Security Instrument immediately before the taking, divided by (c) the fair market value of the Property immediately before the taking, and (d) the total amount of the sums secured by this Security Instrument immediately before the taking.

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 Landlord.

9. Inspection: Lender or its agent may make reasonable entries upon and inspect any premises owned by Borrower at the time of or prior to an inspection specifically cause for the inspection.

payments may no longer be rendered, at the option of Landor, if mortgagor fails to make payment in full for the period during which any waives and releases all claims against Landor.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change in 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, 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 anyone 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 quantities of Hazardous 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.

DPB 1003
Form 3014 1/99

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CHRISSINE A. HATHAWAY
" OFFICIAL DEAL "

Page 8 of 6
NOTARIAL PRACTICE STATE OF ILLINOIS
CO. #16931 EXPIRES 10/19/94

DPS 1094

My Commission Expires: 10-19-94

Given under my hand and official seal, this 10th day of December, 1992.

free and voluntary act, for the uses and purposes herein set forth,
made this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
personality known to me to be the same persons whose names(s) subscribed to the foregoing instrument, appended before

H. RANDOLPH WILLIAMS AND NANCY S. WILLIAMS, HUSBAND AND WIFE
county and state do hereby certify that
a Notary Public in and for said

1. *H. Randolph Williams*

STATE OF ILLINOIS, COOK

County ss:

Borrower

(SAL)

Borrower

(SAL)

Borrower

(SAL)

Borrower

(SAL)

Borrower

(SAL)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND
IN ANY RIDEER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND
IN ANY RIDEER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- | | | | | | |
|--|---|---|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduate Payment Rider | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Improvment Rider | <input type="checkbox"/> Other(s) (specify) |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> |

(Check applicable box(es))

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.

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