PREPARED BY: DAWN DUSATKO

BOX 353-TH

93520508			
	pace Above This Line For Recordi	ing Catal	33
	MORTGAGE	# 3213120	Jr Op
THIS MORTCAGE ("Security Instrume 19.93 The mortgagor is CRAIG.W. HECKA." CDK MORTGAGE, N.C. under the laws of THACS CATE OF ILLIE 1064 CHICAGO AVENUE E.Y. NSTON, I Borrower owes Lender the principal sum of Dollars (U.S. dated the same date as this Security Instrument, paid earlier, due and payable on	("Borrower"). This Security NOIS and whose a LLINOIS 60201. ONE HUNDRED FORTY S. 145,000,00 at ("Note"), which provides "T 11, 2023 tebt evidenced by the Note all o'ner sums, with interest, a nance of Borrower's covenar a hereby racrigage, grant and COOK.	iy Instrument is given to	ded and existing ""Lender"). Represent the security instrument extensions and teet the security with Instrument
THE WEST 16 2/3 FEET OF LOT FEET OF LOT 5 IN BLOCK 8 IN SECOND ADDITION TO THE SO 1/2 OF SECTION 24, TOWNSHIP OF THE THIRD PRINCIPAL ME ILLINOIS TAX ID NUMBER 10-24-407-00	OUTH EVANSTON IN THE 41 NORTH, RANGE 13 E RIDIAN, IN COOK COU	e east Ast NTY,	ن و
TAX ID NUMBER 10-24-407-00	9-0000	1	1
τυση (DE FOR RECORD	0,5	>
97 JIII which has the address of1316 WASHING	TONSTREET	93520508 EYANSTON	
44-44	(Blocal) Operty Address");	(City)	·

TOORTHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to morigage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS - Single Family - Fannie Mac/Freddle Mac UNIFORM INSTRUMENT STALM ILANEW

Form 3014 9/90

(page 1 of 7 pages)

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

- 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; 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 federalty related mortgage loan may require for Borrower's escrow 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 law that applies 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 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 Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing 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, Londer may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Lender 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 debit to the Funds was made. The Fund, are piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts perm itted 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 when 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.

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 sett 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; accord, 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 imposition, attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground really, 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 an outlist to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender received videncing 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 falls 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.

ST&L# IL6-2.NEW Form 3014 9 / 90 (page 2 of 7 pages)

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. 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 2) the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Troperty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediate y right to the acquisition.

- 6. Occupancy, Pragression, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall compy, 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 day of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unremonably withheld, or unless exterior og 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 Londor's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dumined with a ruling that, in Lendon's good faith determination, precludes forfeiture of the Borrower's americal in the Property or other material impairment of the first created by this Security Instrument or London's security ingress. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or suscencers to Legier for faded to provide Legier will any material information) in connection with the loan evidenced by the Mose, including, but not limited to, representation, concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leastfiold, Borrower shall comply with all the provisions of the least. If therewer acquires fee take to the Property, the leastfall and the fee take shall not merge unless Lender agrees to the SECRETARIA CO WANTED
- Property. If Borrower fails to priform the coverants and agreements communicated in this Security fails in the Property. If Borrower fails to priform the coverants and agreements communicated in this Security fails in the Property is unit in a processing in businesses, perfectly for condumnation or forfetture or to enforce laws or regulations), then Lender have be one pair for condumnation in proceed the value of the Property and Lender's rights in the Property. Lender's actions only include period, and encursed by a limit which has principly over this Security instrument, appearing in court, paying missionalists accounts for and encursed by a limit which has principly over this Security instrument, appearing in court, paying missionalists accounts for and encurse to do so.

Any minimum theorement is Lender under the perspray I shall become additional debt of Borrow or secured by this Security Institution. Unless Borrower and Lender egons to other terms of payment, these amounts shall be a interest from the date of distinguishment as the New role and shall be payable, with interest, upon doubt from Lender to Borrower requesting payment.

Security Superimers. Superimers that pay the pareture required to maintain the martgage insurance in effect. If, for any superior superimers, superimers, superimers as a continuous to making the loan secured by this superimers, the manufage insurance covering required to Lander Separate to the insurance previously in affect, florings insurance previously in affect, at a cost substitutially expression to the cost to Separate of the manufage insurance previously in affect, from an alternate mortgage insurer approved by Lander the Lander of substitutially superiments of the cost to Separate of the manufage insurance coverage is not available. Software shall pay to Lander each month a sun explaint to successful of the sample main gage insurance previously in Separate when the insurance coverage imports of the resettly of the sample main successful state of the insurance coverage imports. Londer in the second so the second coverage for the sample of second so the sample payments may an engine require the option of Lander, if mortgage insurance coverage (in the sample of the sample of the sample payments by an insurer approved by Lander again becomes available and a obtained. Someway shall pay the premises required to maintain manifage insurance in effect, or to provide a loss second so the superiments for manifage insurance with any written agreement between Borrower and Lander as applicable law.

\$78% \$5.30% Form 3014 0 / 90 (paged of 7 paged)

- 9. Inspection. Londer 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.
- 19. 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 in which 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 proceeus 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 selde a claim for damages. Borrower falls 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 Borrowe; etherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mesting payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Fort earance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums accured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the tability 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 for reason of the 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 Lightity; 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 claw 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 exceeder 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.
- 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 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

ST&L# IL6-4.NEW Form 3014 9 / 90 (page 4 of 7 pages)

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 or 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 tien 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 ape's in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Lorn 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 monired by applicable law.
- 20. Hazardous Substances. Borrower shall not, ause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Bor ower 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 Hazardou. 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 lends, 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 folicwing 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

ST&L# IL6-5.NEW Form 3014 9 / 90 (page 8 of 7 pages)

93520508

UNOFFICIAL COP 12/3129

with this Security Instrument, the cove	nants and agreements of each such rider shall ments of this Security Instrument as if the rider(s	
☐ Adjustable Rate Rider	□ Condominium Rider	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	Second Home Rider
☐ Other(s) [specify]		
and in any rider(s) executed by Borrow	cepts and agrees to the terms and covenants or and recorded with it.	contained in this Security Instrument
Witnesses:	CRAIG WHECKAT	Hertalta (Seal) THORNE Borrower
***************************************	JENNIFER R. FRECH	RHockothorne (Scal) KATHORNE Borrower
		(Scal)
	***************************************	-Borrower (Scal)

[Spece Below This Line For Acknowledgment]					
STATE OF ILLINOIS	County ss:				
I,	, a Notary Public in and for said county and state,				
do hereby certify that CRAIG W. HECKAT	THORNE AND J	ennifer R. Heckathorne ,	HUSBAND & WIFE		
, personal	ly known to me to l	ne the same person(s) whose name(s	is/arc		
subscribed to the foregoing instrument, appear	ed before me this d	sy in person, and acknowledged the	t ho/she/they		
signed and delivered the said instrument as set forth.	his/her/their	free and voluntary set, for the us	es and purposes therein		
Given under my hard and official seal, the	his Gre	dny of JULY	, 19 93.		
My Commission expires: "OFFICIAL Seal Lynn A. Coher Notery Public, State of Italy Commission Expires Italy Commission Ex	Unoje 12/11/49/18 WWWWWWW	Ayres A.C. Notary Public	93520000		