

INTEGRA MORTGAGE COMPANY
116 ALLEGHENY CENTER MALL
PITTSBURGH, PA 15212

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95 DEC -7 PM 3:06

WHEN RECORDING MAIL TO:
SCHMIDT, INC.
1821 Wabash Office Square
Suite 1200
Chicago, IL 60612-3172

Prepared by: INTEGRA MORTGAGE COMPANY
116 ALLEGHENY CENTER MALL
PITTSBURGH, PA 15212

RECORDING 31.00
MAIL 0.50
95854237

SBL 45-00181

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30, 1995

The mortgagor is

MARK N. KRAEMER AND
CHRISTINE M. KRAEMER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

CDK MORTGAGE

which is organized and existing under the laws of STATE OF ILLINOIS
address is 2902 CENTRAL STREET
EVANSTON, IL 60201

, and whose ("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED SEVENTY EIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 278,000.00).
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 JANUARY 1, 2026.
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 9 IN BLOCK 20 IN LAKE SHORE ADDITION TO WILMETTE IN SECTION 27, TOWNSHIP
42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 05-35-114-009

which has the address of 430 LAUREL AVENUE

WILMETTE

(Street, City)

Illinois 60091

Zip Code ("Property Address"):

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Initials: Mark C. K. INSTRUMENT Form 3014 9/90

Amended 5/91

VMP -2006(IL) 19502

Printed on Recycled Paper

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VMP MORTGAGE FORMS • 18001521-7201



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Borrower shall promptly over this Security Instrument unless otherwise provided by law or in this Note. Lender's right to sue for recovery of any amount due under this Note or any other instrument or agreement held by Lender against Borrower shall not be affected by any provision of this Note which purports to limit or prohibit such action.

4. **Charters; Leases.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may affect this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in full number, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing payment of all taxes, assessments, charges, fines and impositions applicable to the property over this Security Instrument unless otherwise provided by law.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, and 2 shall be applied first, to any prepayments due under the Note; second, to amounts due under paragraph 2;

of the Property, shall apply any Funds held by Lender at the time of acquisition or sale of the Property, Lender, prior to the acquisition or sale of the funds secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve months' payments, at Lender's sole discretion.

If the Excess Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall account to Borrower the amount necessary to pay the Escrow items when due, Lender shall acquire title to all items held by Lender in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than three months to satisfy the requirements of applicable law. If the amount of the Funds held by Lender in any case 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 pay the Escrow items when due, unless up to date up to the date of payment of the Escrow items, unless Lender shall give to Borrower an application to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower the amount necessary to pay the Escrow items when due, unless up to date up to the date of payment of the Escrow items, unless Lender has made, The Funds are pledged as additional security for all sums secured by this Security Instrument, Lender, in unusual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without change, and Lender may agree in writing, however, that in cases shall be paid on the Funds, Lender shall give to Borrower, Borrower and Lender shall interest to be paid to Lender to pay Borrower any service fee or charge, However, Lender may require Borrower to pay an one-time charge for an independent real estate tax reporter service fee or charge, unless Lender pays Borrower for interest on the Funds and applicable law permits Lender to make such Escrow items, Lender may not charge Borrower for holding and applying the Funds, usually involving the escrow account, or Escrow items, Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, if Lender, it is agreed that Lender shall pay to Lender, in accordance with applicable law.

The Funds shall be held in an account which applies to the day monthly payments are issued by a federal agency, insurance, or entity Escrow items or otherwise in accordance with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future losses a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law that applies to the Funds related mortgage loan, and may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally chartered institutions of paragraph 8, in lieu of the payable insurance premiums, These items are called "Escrow items," if any: (c) early coverage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security Instrument as a lien on the Funds ("Funds"); for: (a) early taxes and instruments by Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); for: (a) early taxes Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); for: (a) early taxes and instruments by Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); for: (a) early taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT constitutes 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, and will defend generally the title to the Property is unencumbered, except for encumbrances of record, Borrower warrants

Instrument. 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 easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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in 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. 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 lapsed or ceases to be in effect, Borrower shall pay the premiums required to

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Initials: MUR CLK

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address set by Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing

it by registered or certified mail under the Note.

14. Notices. Any notice to Borrower that does not reduce the reduction will be given by prepaid mail to Borrower. Lender may choose to make this return by reducing the principal owed under the Note or by mailing it direct to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limits, finally interpreted so that the interest or to be collected in connection with the amount charged, if the loan secured by this Security Instrument is subject to a two week sets maximum loan charges.

13. Liens. Liens on property, if the lien security instrument or the Note without due Borrower's consent,

make any accommodations with regard to the terms of this Security Instrument or the Note without due Borrower's consent. Secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend modify, restructure or Borrower's interest in the terms of this Security Instrument; (d) is not personally obligated to pay the sums Borrower's signature on this Security Instrument only to the extent that Borrower's signature on this Security Instrument but does not execute the Note; (e) is co-signing this Security Instrument only to the extent that Borrower's signature on this Security Instrument shall be valid and severable. Any Borrower who signs this Security Paragraph 17, Borrower's covenants and agreements shall be valid and severable, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns: Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of my right of remedy. Any forbearance by Lender in exercising my right to demand shall not be a waiver of or preclude the successors in interest, any successor to this Security Instrument by reason of any demand made by the original Borrower's failure to pay the sums secured by this Security Instrument to exercise its right to collect on this Security Instrument not operate to release the liability of the original Borrower or Borrower or Lender shall not be required to make payment of the sums secured by this Security Instrument paid by any successor to Lender for payment of nonrecourse.

11. Borrower Not Releasable; Redemption by Lender Not Available. Extension of the time for payment of nonrecourse.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower or not due date, Lender is authorized to collect and apply the proceeds, whether or not due date, award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, to the sum secured by this Security Instrument without notice to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument without notice to Lender or not due date, unless Borrower and Lender otherwise agree in writing of unless immediate payment by the parties before the taking, before the taking is less than the amount of the sum secured 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, before the taking is equal to or greater than the amount of the sum secured by this Security Instrument shall be reduced by the amount of the proceeds unpaid by the following reason:

In the event of a partial taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument without notice to Lender or not due date, 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 sum secured by this Security Instrument.

Whether or not due date, with any excess paid to Borrower, in the event of a partial taking of the Property in which the fair market value of any part of the Property, or for convenience in lieu of condonement, are hereby assented and shall be paid to Lender.

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 convenience in lieu of condonement, are hereby assented and

Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property, Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or mortgagor the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagor to pay premiums required by the insurer approved by Lender, if mortgage insurance coverage (in the amount and for the period that Lender may no longer be entitled to the option of Lender, at the option of Lender) to provide a loss reserve and Lender each month a sum equal to one-twelfth of the yearly mortgagage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to subs tantially equivalent mortgagage insurance coverage previously in effect, from an interim mortgagage insurer approved by Lender, if

cost to Borrower of the mortgagage insurance coverage is not available, from an interim mortgagage insurer approved by Lender, if

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of 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 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, 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:

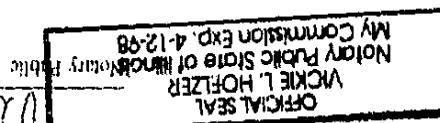
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Form 3014 9/90

Given under my hand and official seal, this 3rd day of November, 1995
signed and delivered the said instrument as 4th, free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 4th,
personally known to me to be the same person(s) whose name(s)

Mark A. Kacmarcik and Charlotte M. Kacmarcik, husband and wife,
a Notary Public in and for said county and state do hereby certify
that, Mark A. Kacmarcik
DuPage County Seal
STATE OF ILLINOIS,

Borrower
Dorriower
(Seal)

CHALISTINE M. KRAMMER
(Seal)

MARK N. KRAMMER
(Seal)

Witnesses:
in my ride(r)s executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Security Instrument and
the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
the Security Instrument, if one or more riders are executed by Borrower and recorded together with this
24. Riders to this Security Instrument, if any other riders are executed by Borrower and recorded together with this
Security Instrument, if one or more riders are executed by Borrower and recorded together with this
23. Waiver of Homestead, Borrower waives all right of homestead exception in the Property,
without charge to Borrower, Borrower shall pay any recording costs.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
fully, but not limited to, reasonable attorney fees and costs of little evidence.

21. liquidating, Lender shall be entitled to collect all expenses incurred in presenting the remedies provided in this paragraph
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
non-existent or a default or any other defense of Borrower to accelerate to assert in the foreclosure proceeding the
borrower Borrower of the right to refuse to renew the acceleration and the right to assert in the foreclosure proceeding the
Security Instrument, for reasons by judicial proceeding and sale of the property. The notice shall further
(d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default and