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97451727

RECORD AND RETURN TO:

Box 169
OHIO SAVINGS-BANK, F.S.B. ITS SUCCESSORS AND/OR ASSIGNS
1801 EAST NINTH STREET
CLEVELAND, OHIO 44114

- DEPT-01 RECORDING \$31.00
T#0009 TRAN 9329 06/23/97 10:23:00
\$0942 + BK *-57-451727
COOK COUNTY RECORDER

Prepared by:
TANNY TERRELL
EVANSTON, IL 60201

REF# 89338
3808548

31⁰⁰

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 13, 1997
RAYMOND LANDIN
AND NANCY C. LANDIN, 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

(*Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED SEVENTY NINE THOUSAND AND 00/100

Dollars (U.S. \$ 279,000.00).

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 JUNE 1, 2027
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK
County, Illinois:
LOT 1 AND THE SOUTH 1/2 OF LOT 2 IN EVANS' RESUBDIVISION OF THE
SUBDIVISION OF LOT 20 AND LOT 19 (EXCEPT THE WEST 45.0 FEET THEREOF)
IN BLOCK 3 IN E. T. PAUL'S ADDITION TO EVANSTON IN THE NORTHEAST 1/4
OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-11-203-029 & 025

Parcel ID #:

which has the address of 2701 HARRISON STREET , EVANSTON
Illinois 60201 Zip Code ("Property Address");

Street, City ,

ILLINOIS-SAFE Family-FNMA/FHLMC UNIFORM
INITIALS *[initials]* INSTRUMENT Form 3014 9/90
Amended 8/96
CDK - BR(BL) 1990/91

BOX 169

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Form 3014 8/90 DPS 1090

GR (U) Sec 1

BORROWER COVENANTS All of the foregoing is referred to in this Security Instrument as the "Property".
ARTICLES now of hereafter a part of the property. All representations and addititions shall also be covered by this Security
Instrument. All Borrower is lawfully bound of the entire hereby conveyed and has the right to mortgage,
and will defend generally the title to the Property against all claims and demands, subject to any encumbrance of record.
THIS SECURITY INSTRUMENT combines uniform coverage for national use and non-uniform covenants with limited
variations by jurisdiction to constitute a uniform security instrument covering real property.
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 this Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or written waiver by Lender, Borrower shall pay to
Lender on the day monthly payments are due under the Note, until this Note is paid in full, a sum ("Funds") for:
and agreements which may then prevail over this Security Instrument as a Lien on the Property; (a) yearly taxes
of ground rent on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;
if any; (e) yearly wage insurance premiums, if any; and (f) any sum 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 "Borrower Items".
Lender may retain, at any time, collect and hold Funds in an amount not to exceed the maximum amount
reduced mortgageloss may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally
insured mortgage loan may, in the case of the payment of insurance premiums, if any, 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. ("RPSA"), unless another law shall apply to the Funds
unless 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, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally
insured mortgage loan may, in the case of the payment of insurance premiums, if any, collect and hold Funds in an amount not to exceed the maximum amount
Borrower Items or otherwise in accordance with applicable law.

The Funds shall be held in an account by a federal agency, intermediately, or entity
including Lender, if Lender is such an entity, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the
Borrower Items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the Borrower's
vertically; the Borrower Items, holding and applying the Funds, usually analyzing the Borrower's
a charge. However, Lender may require Borrower to pay a late charge for an independent cause to make such
a charge. In connection with the loan, unless paid at a law provider otherwise, Lender shall receive a reporting service
for the excess Funds in accordance with the regulations of the Federal Home Loan Bank Board or similar
regulations. Lender shall receive the amounts permitted to be held by applicable law.

If the Funds was made, the Funds are pledged as additional security, for all sums received by this Security Instrument.
Without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each
shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than
thirty days if not sufficient to pay the Borrower item due, Lender may so notify Borrower in writing, and, in such case Borrower
shall pay to Lender the amount of the applicable law. If the amount of the Funds held by Lender is reduced to Borrower
upon payment in full of all sums received by this Security Instrument, Lender shall promptly refund to Borrower any
funds held by Lender, if, under paragraph 2, Lender acquires or sells the Property, Lender, prior to the acquisition or sale
of the Property, shall apply any funds held by Lender as a credit against the sum received by this Security Instrument.

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

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charge of Lien. Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property
which may attach priority over this Security Instrument or ground rents, if any. Borrower shall pay all taxes, assessments,
charges, fines and impoundments attributable to the Property directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender under this paragraph:
to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph
to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph
which may attach priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay
these obligations in the manner provided in paragraph 2, or, if not paid in that manner, Borrower shall pay them on the date directly
when to the payment of this Security Instrument by the Lender's office in good faith this Note
Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in
writing to the payment over this Note; (b) conveys in good faith this Note
by, or deems sufficient enforcement. If Lender determines that any part of the Property is subject to a lien which may attach priority over
this Security Instrument, Lender determines that any part of the Lien is an agreement satisfactory to Lender subordinating the Lien to
any other instrument of the Lien; or (c) secures from the holder of the Lien an agreement satisfactory to Lender subordinating the Lien to
any other instrument of the Lien, legal proceedings which is subject to the Lender's opinion to prevent the

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

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1A. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless application is made for 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

13. Loan Charges. If the loan secured by this Security Instrument is subiect to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this 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 this Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower, who co-signs this Security Instrument but does not execute the Note, is co-signing this Security Instrument only to incur liability for the payment of the Note. (a) is co-signing this Security Instrument under the terms of this Security Instrument; and (c) agrees to pay the Note without the Noteholder's consent.

11. Borrower Not Released; Forbearance By Lender. If at any time for any reason Lender ceases to have title to the property or if Lender fails to make payment when due, Lender shall not be liable to the Borrower or to any other party for any deficiency in the amount of such payment.

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

If the Property is abandoned by Bottower or if, after notice by Landor to Bottower that the condominium offer is to make an award or settle a claim for damages, Bottower fails to respond to Landor within 30 days after the date the notice is given, Landor is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums received by him Securitizing the instrument, whether or not the same is given.

be applied to the entire board by the Secretary of State under whatever law or statute provides, the proceeds shall always be applied to the trustee under this section, unless otherwise provided.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument; whether or not there is 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 sum secured by this Security Instrument, it is agreed, hereto before the taking, unless Borrower and Lender otherwise agree in writing, that the sum secured by Security Instrument to the extent of the taking, shall be reduced by the amount of the sum secured by the taking.

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of all or any part of the property, or for convenience in lieu of condemnation, to hereby assented and

9. Inspection. Leader or his agent may make reasonable entries upon and inspect all premises of the Property. Leader shall give

obtain coverage sequentially 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 alternative mortgage insurer approved by Lender. If substantiality equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender reserves the right to require Borrower to provide a loss reserve account to meet the difference between the amount of premiums paid by Lender and the amount of premiums paid by Lender to another insurer.

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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 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 unchallenged. 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

Initials: 

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MARIE R. RATTENBURY
OFFICIAL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS
EXPIRES 3/1/2000

My Communication Experts:

Given under my hand and official seal, this 13th day of April, 1917.

RAYMOND LANDIN AND MARGY C. LANDIN, HUSBAND AND WIFE

County Seal: *A Notary Public in and for said County and State do hereby certify*

STATE OF ILLINOIS

Or
Bettower
(Serial)

(1825)

~~LANDLORD~~ ~~NAME~~ ~~ADDRESS~~ ~~TELEPHONE NUMBER~~

**RAVAMOND ISLAND IN
-Bunawas
(Sea)**

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and in any (e) executed by Borrower and recorded with it.

<input type="checkbox"/> Adult Suitable Rider	<input type="checkbox"/> Grandmother Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> Other(s) [specify]
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24. Ridders in this Security Instrument, if one or more ridders are execused by Borrower and recorded together with the other ridders as if they were a part of this Security Instrument.