PROPERTY COMMONLY KNOWN AS: 2 of 2/LTA#L-23010-C5 2 DUNDEE QUARTER This form is used in connection with mortgages insured under the one ·MORTGAGE

day of

OCTOBER , 19 85between

, Mortgagor, and

four-family provisions of the National

THIS INDENTURE, Made this RICHARD A. DORT , A BACHELOR

NOVEMBER , 2000.

Housing Act

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws of ILLINOIS Mortgagee.

and interest, if not soorer paid, shall be due and payable on the first day of

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of THIRTY ONE THOUSAND ONE HUNDRED AND 00/100 Dollars

31,100.00)

per annum on the unpaid balance until paid, and made payable to the order of the -Mortgagee at its office in CATCAGO , ILLINOIS or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of THREE HUNDRED SIXTY THREE AND 56/100 363.50) on the first day of DECEMBER , 1985, and a like sum on the 363.56 first day of each and every month thereafter until the note is fully paid, except that the final payment of principal

NOW, THEREFORE, the laid Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the restormance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT into the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in decounty of COOR and the State of Estate situate, lying, and being in d - county of and the State of Illinois, to wit:

TAX IDENTIFICATION NUMBER: Underlying Land 02-01-302-0

TOGETHER with all and singular the tenements, hereditaments and ar purtenances thereunto belonging, and the rants, issues, and profits thereof; and all apparatus and fixtures of every hind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, (it's and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set torth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illing, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument: not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum selficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the the Mortgagee may pay such taxes; assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other provisions of this mortgage to the centrary notwithstanding), that the Mortgagee Shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Merigagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

STATE OF ILLINOIS HUD-92116M (5-80)

WITNESS the kand

AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgager, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

Whenever the said Mortgagee shall be placed in possession of the above described premises under an order whenever the said mortgagee shall be placed in possession of the above described premises under an older of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgagee, in its discretion, may: keep the said premises in good repair; pay such current or back taxes and assessments as may be due on the said premises; pay for and maintain such insurance in such amounts as shall have been required by the Mortgagee; lease the said premises to the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; coll of and receive the rents, issues, and profits for the use of the premises hereinabove described; and employ other premises hereinabove the premises of this propagate. pend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

AND IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party there to by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgregee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upor the said premises under this mortgage, and all such expenses shall become so much additional inactivalness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pissuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographere' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the riongage with interest on such advances at the rate set forth in the note secured hereby, from the time such always are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the soil principal money remaining unpaid. The overplus of the proceeds of sale, it any, shall then be paid to the Mo tgagor.

If Mortgagor shall pay said note at the one and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagoe will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the penefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Morreagee.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt beceby secured given by the Mortgagee to any successor in interest of the Mortgage, shall operate to release, in any manner, the original lisbility of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the fomining.

and scal of the Mortgagor, the day and year first written.

SEAL [SEAL] DORT RICHARD A. [SEAL] SEAL STATE OF ILLINOIS **55**: COOK COUNTY OF THE UNDERSIGNED , a notary public, in and for the county and State RICHARD A. DORT , A BACHELOR aforesaid, Do Hereby Certify That , XXXXXXX personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in HE HIS person and acknowledged that signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set farth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal this Hy Commission Est Silveries DOC. NO. Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19 of m., and duly recorded in Book Page

TAX IDENTIFICATION NUMBER: 02-01-302-075 THIS INSTRUMENT PREPARED BY: JOHN P. DAVEY odraper and kramer, incorporated 33 WEST MONROE STREET CHICAGO , ILLINOIS 60603

HUD-92116M (5-80)

egrees as follow AND the said Mortgag NXXXXIII REPRESENTE E E SI COMO TRE EN L'ANDRESENTE L'AND ver the painting of the property one of the matter of the light of the paint briefly negligibly provided be a first with a paint of the first of the

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the sole secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;

(I) If and so long as east note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the amnual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(13) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

puted without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taze, and special assessments; and

(c) All py seems mentioned in the two preceding subsections of this paragraph and all payments to be made under the not. For used hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) for sum charges under the contract of insurance with the Secretary of Housing and Urban Development, or middly charge (in lieu of mortgage insurance premium), as the case may be;

(II) gruin' sents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the submit of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the new such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments race by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually raide by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mori gagor, or refunded to the Mortgagor. It, however, the monthly payments made by the Morigagor under subsection () of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground sents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the emount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mo tg gee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance rear ming in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered by by, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor Coes hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by file and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgage and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent comain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 6 months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 6 months _time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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PARCEL 1:

UNIT 2-205, IN WINDHAVEN CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF A PORTION OF THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WINDHAVEN ADD ON CONDOMINIUM AND OF EASEMENTS RELATING TO UNCONVERTED AREA, RECORDED IN COOK COUNTY, AS DOCUMENT 25609759, AND SUPPLEMENT NO. 1 TO DECLARATION RECORDED AS DOCUMENT 26209984, AND SUPPLEMENT NO. 3 RECORDED AS LOCUMENT 27153666 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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PARCEL 2:

NON-EXCLUSIVE EASERLY IN PERPETUITY FOR THE BENEFIT OF PARCEL I AS CREATED BY GRANT DATED JUNE 1, 1971 AND TICORDED SEPTEMBER 30, 1971 AS DOCUMENT 21648039 FROM AGNES C. SPLITT AND ROY J. SPLITT, WER HUSBAND, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 22-76504-00-3, ITS SUCCESSORS AND ASSIGNS, FOR CONSTRUCTION, INSTALLATION, OPERATION, USE AND MAINTENANCE OF ALL UTILITIES AND LINES REQUIRED IN CONNECTION THEREWITH, OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTH 2096.75 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST (F THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, 1104.90 FEET OF THE NORTH LINE OF SAID SOUTHWEST QUARTER: THENCE WEST 145 FEET; THENCE NORTH 295 FEET; THENCE EAST 145 FEET; THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER, 295 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFCYLMENTIONED DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHIS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.



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