PROPERTY COMMONLY KNOWN AS: 975 WESTCHESTER CIRCLE SCHAUMBURG , IL 60193

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MORTGAGE

This form is used in cognection with mortgages insured under the one- to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this 14TH day of NOVEMBER, 19 8,5 between JOHN W. ENO, DIVORCED & NOT SINCE REMARKIED AND CATHERINE A. ZINGA, DIVORCED & NOT SINCE REMARKIED , Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

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

85298245

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of SIXTY SIX THOUSAND AND 00/100 (\$ 66,000.00)

payable with interest at the rate of ELEVEN AND ONE-HALF per centum (11.500 %)
per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

CF.ICAGO, 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

SIX HUNDER PIETY FOIR AND 06/100

SIX HUNDRED FIFTY FOUR AND 06/100
(\$ 654.56) on the first day of JANUARY , 1986, and a like sum on the first day of each paid every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not soo(e) paid, shall be due and payable on the first day of DECEMBER , 2015.

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

SEE LEGAL RIDER ATTACHE.

TAX IDENTIFICATION NUMBER: 07-27-307-022 07-26-308-01.

TOGETHER with all and singular the tenements, hereditaments and reportenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixture, ir., or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, tide, 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 for h, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Wireless, 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 promises, 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 here-inafter provided, until said note is fully paid, (1) a sum sufficient 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 contrary 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 Mortgagor 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)

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he Mo traged shall have the right AND IN THE EVEN 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 Mortgagor, 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 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 of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgage, 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; collect and receive the tents, issues, and profits for the use of the premises hereinabove described; and employ other persons and expend 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 threeto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional in lettedness 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 pr suance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' 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 mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the mortgagor.

If Mortgagor shall pay said note at the time 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 conefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction cy Mortgagee.

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

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and adventages 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 feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written. _[SEAL] [SEAL] JOHN W. ENO CATHERINE ZINGA $r_{\cdot \cdot \cdot}$ [SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF COOK

, a notary public, in and for the county and State THE UNDERSIGNED aforesaid, Do Hereby Certify That JOHN W. ENO , DIVORCED & NOT SINCE PFMARRIED AND DIVORCED & NOT REXERVER personally known to me to be the same subscribed to the foregoing instrument, appeared before me this day in and CATHERINE A. ZINGA person whose name S ARE person whose name S ARE person and acknowledged that THEY signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestend.

GIVEN under my hand and Notarial Seal this

21st

November day

, A. D. 1985

Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

m., and duly recorded in Book

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Page

TAX IDENTIFICATION NUMBER:

THIS INSTRUMENT PREPARED BY:

HUD-92116M (5-80)

IS BESERVED TO PAY THE DEBT, IN WHOLE OR IN PART, ON ANY

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereagreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Montager, without notice; become immediately due and payable.

THE MORTGACOR FURTHER ACREES that should this motteres and the note secured hereby not be eligible for insurence under the National Housing Act within O montened to an enthoused agent of the Secretary of the Mortgage, declining to insure said note and this mortgage, being declined to insure said note may at its option, declare all sums secured hereby immediately due and the Mortgages or the Mortgages or the mortgage of the note may at its option, declare all sums secured hereby immediately due and sayable.

gagor to the Mortgagee and abail he paid forthwith to the Mortgagee to be applied by it on account of the indebted-ness secured hereby, whether due or not a public use; the dameges, 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 nereby assigned by the Mort-

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

All insurance shall be carried in companies approved by the Mortgagee and the policies as d renewals thereof shall be carried in companies approved by the Mortgagee and the policies as d renewals therefore the Mortgagee and have stratched therefore a source by mail to the Mortgagee and have stratched therefore the most possible to the Mortgagee instruction of the Mortgagee in the Mortgagee and the Mortgagee instruction of the Mortgagee and the Mortgagee instruction of the Mortgagee at the Mortgagee and the Mortgagee of the Mortgage of the Mortg

THAT HE WILL KEEP the improvements now existing or heresiter erected in the mortgaged property, insured as may be required by the More and valle mornes and to the More as may be required by the More and will pay prompte and contingencies in such amounts and for such periods as may be required by the More and will pay prompte and contingencies in such amounts and for such periods as may be required by the More and will pay prompte.

THAT HE WILL KEEP the improvements now existing or hereafter erected in the mortgaged property, in-

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end the med in addition to, the monthly payments of principal and interest payable mades the best payable than the footsage, on the first day of each month until sets against the following sums:

AMD the said Mortgagor further coverents and agrees as follows:

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UNIT 62-28 IN CARRIAGE HOMES OF SUMMIT PLACE CONDOMINIUM AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN SUMMIT PLACE UNIT I IN THE SOUTHEAST 1/4 OF SECTION 27, AND CERTAIN LOTS IN SUMMIT PLACE UNIT II IN PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 28, 1984 AS DOCUMENT 27151046; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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

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

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MORTCÂÚDR ALBO HEKEHY GRAMCE PO MORIGLIFE, ETS SUCESBORS <mark>AMD ÁRBÍUTEL, A</mark>E RICHTS AND EASEMENTE STORMINGED TO THE AGONE DESCRIBED BRAI RETAIR. THE BICHTE AND HASHMENTS MOR THE BENDERT OF SAID PROPERTY SET FOWTH THE THE ACQUIRED ONED DECLARACION OF CONDONINGON,

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