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MORTGAGE

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

THIS INDENTURE, Made this **10TH** day of **DECEMBER** **19 85** between
JAMES J. ORPHANOS AND WIFE, TERESA K. ORPHANOS

, Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION

a corporation organized and existing under the laws of **NEW JERSEY**
Mortgagor.

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 **FIFTY NINE THOUSAND THREE HUNDRED NINETY TWO**
AND 00/100

Dollars (\$ *****59,392.00)

payable with interest at the rate of **ELEVEN AND 00000/100000** per centum
(**11.000** %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office
in **HOUSTON, TEXAS 77027** 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 HUNDRED SEVENTY FIVE AND 05/100**
Dollars (\$ *****675.05) on the first day of **FEBRUARY**, **19 86**, and a like sum on the
first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner
paid, shall be due and payable on the first day of **JANUARY, 2001**.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and
the performance 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:

**LOT 16 IN OAKLAND HEIGHTS SUBDIVISION ADDITION TO THE VILLAGE OF
LEMONT BEING A RESUBDIVISION OF BLOCKS 8 AND 9 IN THE SUBDIVISION
OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTH 30 FEET
OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

TAX I.D. #22-29-114-041

PROPERTY ADDRESS: 19 PEIFFER LEMON, ILLINOIS 60439

THIS DOCUMENT PREPARED BY:

DANA IOVINO

**COMMONWEALTH EASTERN MORTGAGE CORPORATION
5005 NEWPORT DRIVE SUITE 400
ROLLING MEADOWS, ILLINOIS 60008**



TOGETHER with all and singular the tenements, hereditaments and appurtenances 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 fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title; 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 forth, free from all rights and benefits under and by virtue of the Homestead Exemption
Laws of the State of Illinois, 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 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 encumbrance other than that
for taxes or assessments on said premises, or to keep said premises in good repair, 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.

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Property of Cook County Clerk's Office

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CLERK OF THE CIRCUIT COURT
OF COOK COUNTY ILLINOIS

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagee 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 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 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 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; collect and receive the rents, 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 thereto 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 indebtedness 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 pursuance 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 Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by 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 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 feminine.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

[SEAL] *James J. Orphanos*
JAMES J. ORPHANOS [SEAL]

[SEAL] *Teresa K. Orphanos*
TERESA K. ORPHANOS [SEAL]

STATE OF ILLINOIS

AM:

COUNTY OF Cook

THE UNDERTAKEN

I, **JAMES J. ORPHANOS AND WIFE;** **TERESA K. ORPHANOS** and State aforesaid, Do Hereby Certify That

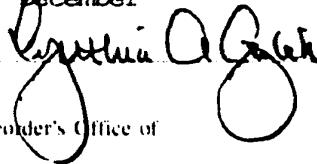
person whose name is **S ARE** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that **they** signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this

10th day December

, A.D. 19 85

NOTARY PUBLIC STATE OF ILLINOIS
BY COMMISSIONER OF CLERKS
ISSUED AT CHICAGO, ILLINOIS



Notary Public

45319021

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

m., and duly recorded in Book

of

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THE ABOVE DESCRIPTION IS DRAWN IN ACCORDANCE WITH A SURVEY MADE BY

IN THE EASIER TO DEFEND in making any community paymaster provided for retention and in the more accurate records for a period of many years after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said prin-

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THAT in the premises, or any part thereof, be condemned under any power of eminent domain, or required 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 recited

hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagor to be applied

by him on account of the indebtedness accrued hereby, whether due or not.

All insurance shall be carried in companies approved by the Mortgagee and the policies and contracts thereof shall be held by the Mortgagee and have attached thereto such payable clauses in favor of and in form acceptable to the Mortgagee, in case of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and such insurance company concerned hereby agreed that no part of the premium paid by the Mortgagee, shall be retained by the company as a result of any damage to the mortgaged property in consequence of the independent acts of the Mortgagee, or other than to any insurance policies taken in force shall pass to the purchaser of same.

THAT HE WILL KEEP the improvements now existing or hereafter erected at the mortgaged property, incurred as may be required by the Mortgagee except as will pay promptly, when due, any premium on which insurance for payment of which as may be required by the Mortgagee shall be paid and other hazards, casualties and contingencies in such amount and for such periods from time to time by the Mortgagor to save the Mortgagor from loss by fire and other hazards.

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

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagor under subsection (a) of the preceding paragraph pursuant to the option of the Mortgagor, it shall be credited on subsequent payments to the credit of the Mortgagor, or if the loan is current, at the option of the Mortgagor, it shall be applied to the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph.

(iii) Any deficiency in the payment of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment under this mortgage, entitle the holder of the mortgage to require the payment of all sums due under this mortgage.

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due, plus the premiums that will next become due and payable on policies of fire and other hazards insuring the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor) 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 sum to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments when due and in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to the Mortgagor and the following items in the order set forth:

(b) All payments, such sum to be held by Mortgagor in trust to pay said ground rents, premiums, taxes and assessments when due and in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to the Mortgagor; and

(c) (i) ground rents, if any, taxes, special assessments, fire, and other hazards insurance premiums;

(ii) interest on the note secured hereby; and

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

WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE.

THE DEBTS PAYABLE TO THE RESEVED PRIVILEGE IS X

AND the said Mongagor further conveynants and agrees as follows: