MORTGAGE

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

THIS INDENTURE, Made this 5TH day of SEPTEMBER 19 86 between RONALD H WOHLFEIL AND CAROL I WOHLFEIL, HIS WIFE AND DAVID R WOHLFEIL, Mortgagor, and SEARS MORTGAGE CORPORATION a corporation organized and existing under the laws of THE STATE OF OHIO Mortgagoe.

payable with interest at the rate of TEN per centum (10.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in LINCOLNSHIRE.

ILLINOIS or at such other place as the holder may designate in writing, and delivered; the said princips, and interest being payable in monthly installments of SIX HUNDRED EIGHTY AND 12/100-Dollars (\$ 680.12) on the first day

of NOVEMBER 1, 1986, 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 OCTOBER 1, 2016.

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

UNIT NUMBER 7015-6 IN GLENS OF SCHAUNBURG CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE WEST 7/8THS OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86243609, INGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

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TOGETHER with all and singular the tenements, hereditaments and apparatus thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every wind 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 stunding on said land, and also all the estate, right, title; and interest of the said Mortagegor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and distures, unto the said a 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:

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To keep said premises in good repair, and not to do, or permit to be done, upon said premises, enything 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 puy to the Mortgages, as here-inafter provided, until said note is fully paid, (1) a sum sufficient to puy 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 Mortgager 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 continuence of said indebtedness, insured for the benefit of the Mortgages in such forms of insurance, and in such amounts, as may be required by the Mortgages.

In case of the refusal or neglect of the Mortgagor to make such payments, or to settisfy any prior lies 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 timely 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 hersin 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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AND the said Mortgagor further covenants and agrees as follows:

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 Mortgagoe, 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 populars of this instrument and the note secured hereby are insured, or a mentily charge (in lies of a merigage insurance populars) if they are held by the Secretary of Housing and Urban Development, as follows:

(IV if and so long as asid 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 annual mortgage insurance promium, 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 amounded, and applicable Regulations thereunder; or

(II (23) If and as long as soid 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 anothering the interest of the national date.

(Al A area could to the ground costs, if are, next due, plus the premiums that will not become due and anytable on

pures witness tening into account untinquencies or prepayments;

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 incurance covering the mortgaged property, plus takes and assessments next due on the nivitaged property (all as estimated by the Mortgages) less all sums elecady poid therefor divided by the numbra of menths to elepse before one month prior to the date when such ground rents, promiums, takes and assessments and estimated by a reliable assessments; and

fe) All payments hentloned in the two preceding subsections of this paragraph and all payments to be made under note secure through shall be added together and the aggregate amount through shall be naid by the Mortgager of month in a single payment to be applied by the Mortgager of the following items in the order set forth:

(1) promise, charges under the contract of insurance with the Secretary of Housing and Urban Devalupment monthly charge (in lies of mortgage insurance premium), as the case may be;

(II) interest on the love secured hereby; and

(IV) amortisation in the wincipal of the said note.

Any deficiency in the amount of any such eggregate monthly payment shall, unless made good by the Mortgager point to the due date of the next such payment, constitute on event of default under this mortgage. The Mortgages may estable a "late charge" not to exceed "any cents (4 e) for each dollar (51) for each payment more than fifteen (15) days in access, to dayer the extra expense, involved in handling delinquent navancie.

If the total of the payments made by ine Wortgagor under aubsection /b/of the preceding paragraph shall enter the amount of the payments actually made by the Mortgagor for ground rents, texes, 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 evailted a subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection /b/ of the preceding paragraph shall not be sufficient to pay ground rents, texes, and assessments, or insurance programs, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the distinguished and manager to make up the deficiency, on or before the date when payment of such ground rents, canes, assessments, or insurance premiums shall be due, If at any time the Mortgagor shall tender to the Mortgages, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the light agor all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortga(er has not become obligated to pay to the Secretary subsection (a) of the preceding paragraph which the Mortgager has not become obligated to pay to the Secretary of Hausing and Urban Development, and any balance remaining 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 midrigage resulting in a public sale of the premises covered hereby, 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 sald note and shall properly adjust any payments which shall have been note under subsection (a) of the preceding paragraph.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness corrue id the Mortgagor does hereby of the premises hereinsbove described.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in-aured as may be required from time to time by the Mortgagoe against form by fire and contributed, casualties and contingencies in such amounts and for such periods as may be required by the Mortgager and will pay prompt-ly, when due, any premiums on such insurance provision for payment of which has not be read 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 Mortgager 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 subhorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagor and the Mortgagor and the Mortgagor and the Mortgagor 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 them in force shall pass to the purchaser or grantee.

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or sequired 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 essigned by the Mortgagor to the Morrgages and shall be paid forthwith to the Morrgages 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 SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development dated authorized to the SIXIIII DAY time from the dated of this morigage, 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 peyable.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-by 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 in-terest thereon, shall, at the election of the Mortgages, without notice, become immediately due and payable.

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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 martgage, and upon the filing of any bill for that purpose, the court in which such bill is flied may at any time thereafter, either before or after saie, and without notice to the said Mortgager, or any party claiming under said Mortgager, 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 Mortgager 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 accurate 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 complate shall see the purpose of such force'onure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by eason 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 lies and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness ascured 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 attracts, solicitors, and stenographers fees, outlays for documentary evidence and cost of said abstract and eximination of title; (2) all the moneys advanced by the Mortgage, 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 Mortgage.

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

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 she'd operate to release, in any manner, the original liability of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inuse, 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 musculine gender shall include the familian.

WITPESS the hand and seal of the Mortgagor, the day and year first weitten. WOHLFEIL [SEAL] DAVID R WOHLFEIL STATE OF ILLINOIS 442 COOK COUNTY OF Undersigned I, Orland the county and States , NKWAXK personally known to me to be the same XXX WOHLFEIL, DIVORCED & NOT SINCE REMARRIED person whose name '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 their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestend. 5th day AUGUST __ , A. D. 1986 GIVEN under my hand and Notarial Seal this Kurany DOC. NO. Filed for Record in the Recorder's Office of County, Illinois, on the day of A.D. 19 o'clock m., and duly recorded in Book Page

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"THE MORTGAGOR FUTHER CONVENANTS THAT HE WILL PAY HIS SHARE OF THE COMMON EXPENSES OR ASSESSMENT AND CHARGES BY THE ASSOCIATION OF OWNERS AS PROVIDED IN THE INSTRUMENTS ESTABLISHING THE PLANNED UNIT DEVELOPMENT."

"THE REGULATORY AGREEMENT EXECUTED BY THE ASSOCIATION OF OWNERS AND ATTACHED TO THE PLAN OF APARTMENT OWNERSHIP (MASTER DEED OR ENABLING DECLARATION) RECORDED ON JUNE 16, 1986 IN THE LAND OF RECORDS OF THE COUNTY OF COOK IS INCORPORATED IN AND MADE A PART OF THIS MORTGAGE UPON DEFAULT UNDER THE REGULATORY AGREEMENT BY THE ASSOCIATION OF OWNERS OR BY THE MORTGAGOR (GRANTOR), AND UPON REQUEST BY THE FEDERAL HOUSING COMMISSIONER, THE MORTGAGEE AT ITS OPTION MAY DECLARE THIS MORTGAGE IN DEFAULT AND MAY DECLARE THE WHOLE OF THE INDEBTEDNESS SECURED HEREBY TO BE DUE AND PAYABLE."

"AS USED HEREIN, THE TERM 'ASSESSMENTS,' EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE ASSOCIATION OF OWNERS, SHALL MEAN 'SPECIAL ASSESSMENTS' BY STATE OR LOCAL GOVERNMENTAL AGENCIES, DISTRICTS OR OTHER FUBLIC TAXING OR ASSESSING BODIES."

RIDER ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED SEPTEMBER 5, 1986

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