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THIS INDENTURE, Made this

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

19.86

GHAFFAR KAZKAZ AND MARGARET L. KAZKAZ

BUBEH BYSOHUA

JANUARY

HIS WIFE

between

COMMONWEALTH EASTERN MORTGAGE CORPORATION

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

Mortgagor and

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 TWENTY EIGHT THOUSAND SIX HUNDRED FIFTY AND 00/100 Dollars (\$ \*\*\*\*\*28,650.00

payable with interest at the rate of ELEVEN AND 00000/100000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office TEXAS 77027 place as the hole may designate in writing, and delivered; the said principal and interest being payable in monthly installments THREE HUNDRED TWENTY FIVE AND 64/100 Dollars (\$ \*\*\*\*\*\* \*) 25.64 MARCH , 1986 and a like sum on the ) on the first day of 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 payur on the first day of FEBRUARY, 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 increments 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 Pinns, to wit:

UNIT 9-206 IN RIVER TRAILS CONDOMINIUM AS DELINEATED ON A SURVEY OF PART OF THE NORTHEAST 1/4, SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORD-ED AS DOCUMENT 26873891 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS;

COMMON ADDRESS: 860 WINESAP #206, PROSPECT HEIGHTS 60070 TAX I. D. #: 03-24-202-031, VOL. 237

THIS INSTRUMENT PREPARED BY: BOX 333 - 174 RAMONA R. BARRETT COMMONWEALTH EASTERN MORTGAGE CORPORATION

5005 NEWPORT DR., SUITE 400 ROLLING MEADOWS IL 60008 ROLLING MEADOWS

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereund 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 "",d' nortgagee, 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 wa've.

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. (I) 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 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 Morigagor 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 IN THE EVENT That the whole of said debt is declared to be due, the Mortgaget 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 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 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 so'longr'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 'as 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 IN CLUDED 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 aut ionized 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 area to the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance with be null and void and Mortgagor will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of with mortgagor, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagoe.

IT IS EXPRESSLY AGREED that no extension of the tim: 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 benefit; and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, we so gular 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 writen.

DOC. NO

o'clock

[SEAL] MARGARET L. KAZKAZ [SEAL]

STATE OF ILLINOIS

COUNTY OF

L, THE UNDERSIGNED aforesaid, Do Hereby Certify That GHAFFAR KAZKAZ AND WIFE, MARGARET L. KAZKAZ

person whose names

ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed, and delivered the suid instrument as THEIR 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

27 day

ARE SUBSCRIBED ARE SUBSCRIBED ARE SUBSCRIBED ARE SUBSCRIBED AND WIFE, MARGARET L. KAZKAZ

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Filed for Record in the Recorder's Office of

day of

County, Illinois, on the

m., and duly recorded in Book

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due and payable,

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

Development.

the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban secured hereby immediately due and payable. This option may not be exercised by the Mortgagee when the ineligibility for insurance under mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums SIXTY DAYS time from the date of this mortgage, declining to insure said note and this the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsethe Vational Housing Act within from the date hereof (written statement of any officer of SYAC YTXIS THE MORICACOR FURTHER ACREES that should this mortgage and the note secured hereby not be eligible for insurance under

by it on account of the indebtedness secured hereby, whether due or not.

hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a p. olic use, the damages,

policies then in force shall pass to the purchaser or grantee.

the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the id are got in and to any insurance hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this m rip ge or other transfer of title to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option eit e. o the reduction of the indebtedness is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee notice by mail to the Mongagee, who may make proof of loss if not made promptly by Mongagor, and each insurance company concerned and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. It went of loss Mortgagor will give immediate Ail insurance shall be carried in companies approved by the Mortgagee and the policies and convals thereof shall be held by the Mortgagee

as may be required by the Mortgagee and will pay prompily, when due, any precedence or such insurance provision for payment of which from time to time by the Mortgagee against loss by fire and other hazards, casualties an i contingencies in such amounts and for such periods THAT HE WILL KEEP the improvements now existing or hereafter ere ter, on the mortgaged property, insured as may be required

all the rents, issues, and profits now due or which may hereafter become the for the use of the premises hereinabove described. AND AS ADDITIONAL SECURITY for the payment of the indebted is a storesaid the Mortgagor does hereby assign to the Mortgagee

under said note.

in the funds accumulated under subsection (a) of the preceding par graph as a credit against the amount of principal then remaining unpaid shall apply, at the time of the commencement of such proceeding, or at the time the property is otherwise acquired, the balance then remaining resulting in a public sale of the premises covered hereby, a fighe Mortgagee acquires the property otherwise after default, the Mortgagee under the provisions of subsection (a) of the preceding page applied there shall be a default under any of the provisions of this mortgage shall, in computing the amount of such indebtedness, thet it to the account of the Mortgagor any balance remaining in the funds accumulated in accordance with the provisions of the note Leured Arreby, full payment of the entire indebtedness represented thereby, the Mortgagee of such ground rents, taxes, assessments, or naur nee premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, payable, then the Mortgagor shall pay to the h.c. agee any amount necessary to make up the deficiency, on or before the date when payment sufficient to pay ground rents, taxes, and a essments, or insurance premiums, as the case may be, when the same shall become due and to the Mortgagor. If, however, the manth by payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded payments actually made by the 14t rigagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, If the total of the paragraph shall exceed the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the

handling delinquant payments.

four cents (4c) free ch dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in of the next such sayment constitute an event of default under this mongage. The Mongagee may collect a "late charge" not to exceed Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mongagor prior to the due date (II) mortization of the principal of the said note.

(II) interest on the note secured hereby; and

(I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; applied by the Mortgagee to the following items in the order set forth:

shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby definquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become next due on the mongaged property (all as estimated by the Mongagee) less all sums already paid therefor divided by the number next become due and payable on policies of fire and other hazard insurance covering the montgaged property, plus taxes and assessments A sum equal to the ground rents, if any, next due, plus the premiums that will next become due, plus the premiums that will

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: That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured

IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE. 

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MAD the said Mongagor further convenants and agrees as follows: