

UNOFFICIAL COPY 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 **25TH** day of **APRIL** **19 86** between
GEORGE G. SCHNABEL, A BACHELOR

COMMONWEALTH EASTERN MORTGAGE CORPORATION
a corporation organized and existing under the laws of **NEW JERSEY**
Mortgagor and

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 **FORTY SIX THOUSAND TWO HUNDRED AND 00/100**
Dollars (\$ *****46,200.00)

payable with interest at the rate of **NINE AND 0000/100000** per centum
(**9.000** %) 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 **FOUR HUNDRED SIXTY EIGHT AND 60/100**
Dollars (\$ *****168.60) on the first day of **JUNE**, **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 **MAY, 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:

**UNIT 20-E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS IN WEATHERSFIELD NORTH CONDOMINIUM AS DELINEATED
AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT 25238065, AS
AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 14,
TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS;**

COMMON ADDRESS: **843 DIGHTON LANE, SCHAUMBURG IL 60195**

THIS INSTRUMENT PREPARED BY AND MAILED TO:
RAMONA R. BARRETT
COMMONWEALTH EASTERN MORTGAGE CORPORATION
SOOS NEWPORT DR., SUITE 400
ROLLING MEADOWS IL 60008

TAX I.D. # 07-14-117-007-1113

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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 with the 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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AND the said Mortgagor further covenants and agrees as follows:

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X
X
X
PRIVILEGE IS RESERVED TO PAY THE DEBT,
IN WHOLE OR IN PART, ON ANY INSTALLMENT DUE DATE.

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) 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 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, taxes and special assessments; and

(b) All payments mentioned 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 be applied by the Mortgagee to the following items in the order set forth:

 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of the principal of the said note.

(iii) acceleration of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next 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 made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made 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 Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) 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 rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, 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 Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) 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 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 (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does 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 fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee 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 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 secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgaggee and shall be paid forthwith to the Mortgaggee 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 or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **SIXTY DAYS** 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. This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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 Mortgagor, without notice, become immediately due and payable.

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STATE OF ILLINOIS		COUNTY OF Du Page	
THE UNDERSIGNED		, a single person	
do hereby certify that GEORGE G. SCHNABEL		, in view of the	
personally known to me		, appears to me to be a suitable instrument	
I S		subscribed to the foregoing instrument, appeared before me this day in person	
duly signed, sealed, and delivered to me this day in the year of		, at	
HIS		, Illinois	
person whose name is		George G. Schnabel	
and		, a single person	
hereby certifying that he has read and understood the foregoing instrument		, and that he signs it freely and voluntarily as his act	
in witness whereof, I have hereunto set my hand and seal this		day of	
GIVEN under my hand and Notarized Seal this		day of	
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(Vol 111/15510A Expt 1125)			
DOCC. NO.			
Filed for Record in the Recorder's Office of			
County, Illinois, on the			
day of			
Month, and duly recorded in Book			
of			
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AND THEREFORE BE IT RESOLVED IN ANY APPROPRIATE FORUM OR COURT OF LAW THAT THE PROCEEDS OF ANY SUCH DECREE, (1) ALL THE COSTS OF SUCH SUIT OR ACTIONS, ADVERTISING, SUITE, AND CONVENIENCES, INCLUDING ATTORNEYS' FEES, OUTLAYS FOR ACCOMMODATION, EVIDENCE AND COST OF A SALD INVESTIGATION AND EXAMINATION OF TITLES; (2) ALL THE MONIES AND ADVANCEMENTS RECEIVED BY THE MORTGAGOR, IF ANY, FOR THE PURCHASE AUTHORIZED IN THE MORTGAGE WITH INTEREST ON SUCH ADVANCEMENTS IN THE MORTGAGE; (3) ALL THE PROCEEDS OF THE MORTGAGE WITH INTEREST, RECEIVED ON THE DATE AS SET FORTH IN THE NOTE EXECUTED BY THE MORTGAGOR, SHALL PAY AND IN THE MANNER APPROPRIATE AND ASHLL ABIDE BY, COMPILY WITH, AND DULY PERFORM ALL THE COVENANTS AND REMEDIES HEREIN, WHICH THIS COUNTERPART AGREEMENT OR DELIVERY OF THIS DEED, RELEASE OR ASSUMPTION BY MORTGAGOR, EXCUTE OR RELEASE OF SALTILLO, MEXICO OR MEXICO CITY, AND MORTGAGOR HEREBY WAIVES THE BENEFITS OF ALL THEUTES OF LAW WHICH REQUIRE THE EARLIER EXECUTION OR DELIVERY OF THIS DEED, RELEASE OR ASSUMPTION BY MORTGAGOR.

IT IS EXPRESSLY AGREED THAT NO EXTENSION OF THE TIME FOR PAYMENT OF THE DEBT HEREBY ACCURED BY THE MORTGAGEE TO ANY SUCCESSOR IN INTEREST OF THE MORTGAGOR SHALL OPERATE TO RELEASE IT IN ANY MANNER, UNLESS THE MORTGAGEE IS PREPARED TO PAY THE MORTGAGE IN FULL BY THE EXPIRATION OF THE TERM OF THE MORTGAGE.

THE COVENANTS HEREIN CONTAINED SHALL BIND, AND THE PARTIES HERETO, WHETHER SEPARATELY, OR AS A SIGNATOR, SHALL INCLUDE THE PLURAL, THE PLURAL OF THE SIGNATOR, ACCORDING TO THE NUMBER OF THE PARTIES HERETO. WHETHER SEPARATELY, OR AS A SIGNATOR, THE SIGNATOR SHALL INCLUDE THE PLURAL, THE PLURAL OF THE SIGNATOR, ACCORDING TO THE NUMBER OF THE PARTIES HERETO, TO THE REPRESENTATIVE HERES, EXECUTORS,

WITNESS THE hand and seal of the Notary Public, the day and year first written,

GEORGE E. SCHNABEL
[Signature]
[Seal]

JOSEPH A. DILLON
[Signature]
[Seal]