131:4388002 - 703/7:

This Indenture, Made this 23RD day

day of JULY

KERRY J. SHAW, AND KAREN S. SHAW, HIS WIFE

HERITAGE MORTGAGE COMPANY

a corporation organized and existing under the laws of THE STATE OF ILLINOIS Mortgages.

14 00

1986 , between

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 EIGHT THOUSAND FIVE HUNDRED AND NO/100--

(\$48,500.00)

Dollara

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 Markagee at its office in CHICAGO, ILLINOIS

AUGUST 1 20 16.

Now, therefore, the said Morigagor, 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, (i.e.) by these presents Mortgage and Warrant unto the Morigagee, its successors or usaigns, the following described Real Estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

UNIT 2604-5 IN THE NEW BURNHAM PRAIRIE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 3 AND 4 IN NEW BURNHAM PRAIRIE, A RESUBDIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 5 IN H. A. GOODRICH'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 2654175 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT PREPARED BY & RETURN TO: HERITAGE MORTGAGE COMPANY

1000 E. 111th Street

Chicago, IL 60628 - John R. Stanish, President

Property Address: 2664 Goodrich Burnham, IL 60633

PTIN: 10-05-314-036-1011

Together with all and singular the renements, 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 state, right, title, and interest of the said Mertgagor 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 mid Morigagor 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.

This form is used in connection with mortgages innured under the one- to four-family programs of the National Housing Act which providing for periodic Mortgage Incurance Premium payments.

Previous Meltions Objoicts

Page 1 of 4

HUD-82116M(10-86 Haltion) 24 OFR 203.17(a)

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of this paragraph and all payments to be made under the note (c) All payments mentioned in the two preceding subsections

special assessments; and Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month befor to the date when such knound tents, premiums, taxes wriy (all as certinated by the Mortgages) less all sums already paid streetly to clapse before one erty, plus taxes and assessments next due on the mortgaged propof fire and other baxard insurance covering the mortgaged propthe members that will next become due and payable on policies (h) A such equal to the ground reills, if any, next due, plus

delinquencies or prepayments;

invoca oin gridal tuodily boluquico aren callao sub agridad [1442] of one-half (1/2) per centum of the average outstanding premising which shall be in an amount equal to one-tweltth ment, a monthly thange (in the of a mortgage insurance

ment are hald by the Secretary of Housing and Urban Develop--utient stot on sind more of even date and this instituhet, de amended, and applicable Regulations thereunder; or anieuoti lanoilan oft to inaueunt insmedolsval nadio Vational Housing holder with funds to pay such premium to the Secretary of Housmel mortgree insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accomplate in the ment are institution are reliaured under the provisions of the Ma-(1) If and so long as said note of even date and this instru-

by stee Secretery of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly unieni zidi ii mimimorg oonanaani ollastioni izoni vii taga oi zbauż

Miw 1001int aufficient to provide the holder hereof will

List day of each month until the said noise to lab. 12. secured hereby, the Mortgagor will pay to the Mortguese on the oton of: To employed interest payable under the terms of it e note That, together with, and in addition to, the mentily payments

on any installment due date: The privilege is reserved to pay the door in whole, or in part,

District Last (#Morrors) And the said Mortgagor further coverants and agrees as

premises or any part thereof to saitsly the same hier cife to subjected and the talk of forfeithe or noil to jumin which thail operate to prevent the collection of the tax, assess-ู้เคมียา brocedding วามประการให้เกาะ ข้ายอยู่ เกาะเลี้ยนเกาะ เกาะเลี้ยนเกาะ เกาะเลี้ยนเกาะ เกาะเลี้ยนเกาะ เกาะ chitch, control the series of the validity thereof by appropriate ments situated thereon, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax lien upon or against the shall not be required nor shall it have the right to pay, discharge, mottagge to the centrary notwithstanding), that the Mortgagee ti is expressly provided however (all other provisions of this

riogagiroM, sell yd blaq proceeds of the sale of the morthaged premises, if not otherwise tiqual indebteduese, secured by this morigage, to be paid out of any moneys so paid or expended shall become so much addiit may deem necessary for the proper preservation thereof, and noiterestin sit in casherty herein morraged as in its discretion presentations, and insurance premiuna, when due, and may make sid premises in good repair, the Mortgages may pay such taxes, thing that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior lien or incumbrance other Th' case of the refusal or neglect of the Mortgagor to make

sion for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance provifor such periods as may be required by the Morigagee and will Other hazards, easualties and contingencies in such amounts and bins bill yd each laniaga cogagnioM off vd smit of smit mort That he will keep the improvements now existing or hereafter erected on the morigaged property, insured as may be required

become due for the use of the premises herefusbove described. the rents, issues, and profits how due or which may becenfter aforesaid the Mortgagor does hereby assign to the Mortgagee all And as additional security for the payment of the indebiedness

been made under subsection (a) of the preceding paragraph, note and shall properly adjust any payments which shall have blue tobus binging grim, was noth ludloning to simoms out tenings acquired, the balance then remaining in the funds accumulated ment of such proceedings or at the time the property is otherwise default, the Mortgages shall apply, at the time of the commencehereby, or if the Mortgagee, ic., lives the property otherwise after Detayor satimate the pludic sais of the premises covered paragraph. If there shall be a default under any of the provisions completed under the projections of subsection (b) of the preceding

Development, and any balance romitining in the funds acbecome obligated to pay to the Secretary of Housing and Urban tion (a) of the preceding paragraph which the Mortgagee has not the Mortgagor all phyments made under the provisions of subsec-To innoce and of ilberta teamboldebil flour to the account of doot do iss represented thereby, the Mortgagee shall, itt comof the note secured hereby, full payment of the entire in-

shall tender to the Mortgages, in accordance with the provisions nsurance premitums shall be due. If at any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiunis, as the case may be, when the same shall become due

to bay ground rents, taxes, and assessments, or insurance indication (b) of the preceding paragraph shall not be sufficient however, the mouthly payments inade by the Mortgagor under made by the Mortgager, or refunded to the Mortgagor. If,

of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess if the loan is current, at the option ground renis, taxes, and assessments, or insurance premiuns, as amount of the payments netually made by the Mottgagee for supsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

expense involved in handling delinquent paynomis. ment more than lifteen (15) days in arrears, to cover the extra not to exceed four cents (49) for each dollar (51) for each payunder this mortgage. The Mortgages may collect a "late charge" due dule of the next such payment, constitute an event of default payment shall, tinless made good by the Mortgagor prior to the Any deficiency in the unnount to, such aggregate my violable

- (V) Intercharges.
- (VI) amortization of the principal 90 the suit note; and
 - (III) interest on the note secured hereby; other hazard insurance premiums;
- (II) ground rents; if any, taxes, special assessments, fire, and
- charge (in lieu of mortgage insurance premium), as the case that Secretary of Housing and Urban Davelopment to visitivity
- (1) premium/charges under the contract of insurance with the
- the order set forth: payment to be aplied by the Mortgugee to the following itemstin chereof shall be paid by the Mortgagor each month in a shalle secured hereby shall be added together and the aggregate amount

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All insurance shall be carried in companies approved by the Mortgages 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 para thereof, be condemned under any power of eminent domain, or conired 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 uspaid, are bereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Morigagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the intereof) 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 60 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.

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 Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to forcelose 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 sulvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 homestand, 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 incease 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 profec-

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 toxes 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 stenographerstifees 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 for any decree foreclosing this mortgage.

and there shall be included in any decree forcelosing 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 stenographer.' 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 largest remaining unpaid on the in adebtedness hereby secured; (4) not 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 Mort and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then to pronyeyance shall be null and void and Mortgagee will, within there (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 hairs, executors, ad ministrators, 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.

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10/85)

This rider attached to and made part of the Mortgage between KERRY J. SHAW, AND KAREN S. SHAW,

dated. JULY 23, 1986

revises said Mortgage as follows:

1. Page 2, the second coverent of the Mortgagor is amended to read:

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 ray 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 and payable on policies of lire and other hazard insurance covering 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 definquent, 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 two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the reggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagoe 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 principal of the said note.

Any deliciency in the amount of any such aggregate monthly payment shell 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 "fate charge" not to exceed four cents (4c) for each dollar (\$1) in each payment more than lifteen (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 par 1graph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, a insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly pryments 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 deliciency, 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 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 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 lunds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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ক্ষাৰ প্ৰত্যাল কৰা কৰি ক্ষাৰ ক্ষাৰ ক্ষাৰ ক্ষাৰ ক্ষাৰ ক্ষাৰ কৰিছে। প্ৰত্যালয় কৰি ক্ষাৰ্থ কৰি ক্ষাৰ ক্ষাৰ্থ কৰি ক্ষাৰ্থ কৰিছে ক্ষাৰ্থ কৰিছে।

Detect as of the date of the mortgage referred to herein.

insurance premium to the Department to Housing and Urban Development. under the Mational Housing Act is due to the Mortgagee's failure to remit the mortgage This option risy not be exercised by the Mortgages when the ineligibility for insurance

2. Page 2, the penultimate paragraph is amended to add the following sentence: