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Form MP-8
Revised 6/86

ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1987 SERIES A 09-58-34007 MORTGAGE

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Mail to:
This instrument was prepared by:
Richard C. Deck
301 W. (New) Main Blvd
Aurora, Illinois 60507
(Address)

THIS MORTGAGE is made this 30th day of May, 1987,
between the Mortgagor, Richard W. Lange and Michelle A. Lange, Husband and Wife
(herein "Borrower"), and the Mortgagee, Enterprise Savings Bank, F.A.,
A Federally Chartered Savings Association an association organized and existing
under the laws of The United States of America whose address is 1645 State Highway 121, Mt.
Zion, Illinois 62542 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fourteen Thousand
Five Hundred and No/100's Dollars, which indebtedness is evidenced by Borrower's
note dated May 30, 1987 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 01, 2017;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other
sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the
covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to
Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and
convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 198 in Surrey Woods Unit 5, being a Subdivision in the South 1/2
of Section 15, Township 41 North, Range 9, East of the Third Principal
Meridian, Recorded October 24, 1986 as Document #6-496,697, in Cook
County, Illinois.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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which has the address of 26 North Walnut Court, Streamwood,
(Street) (City)

Illinois 60107 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents,
royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the
property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by
this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein
referred to as the "Property".

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NOTICE TO BORROWER. THE PROVISIONS OF THIS ADDENDUM
SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN DO NOT SIGN THIS ADDENDUM.

The Borrower understands that the agreements contained in the loan
Affidavit of buyer are necessary conditions for the granting of the loan.
Statement contained in said Affidavit to be untrue.
Affidavit or (iii) if the Lender or the Illinois Housing Development Authority finds any
corrupt, or the Borrower fails to abide by the Agreements contained in the D&A, and
(Illinois Housing Development Authority Form MP-6A) are not true, complete, and
and primary residence; or (ii) the statements made by Buyer in the Addendum
rents of \$811 to occupy the property described in the Mortgage as his permanent
other remedy allowed by law for breach of the Mortgage and Note if (i) the Borrower violates
notice, accelerates all payments due under the Mortgage and Note and exercises any
The Borrower agrees that the Lenders of this Addendum shall own and
Mortgage or the Note, the provisions of this Addendum and the provisions of the
event of any conflict between the provisions of this Addendum and the provisions of the
which is secured by the Mortgage made subject to this Addendum, in the
Mortgage or the Note, the provisions of this Addendum and the provisions of the
ADDENDUM. The rights and obligations of the parties to this Mortgage and the Note
ADDITIONAL PROVISIONS: The Borrower agrees to pay all costs and expenses
of collection, attorney's fees, and other expenses incurred in the collection of
any amount due under the Note, including reasonable attorney's fees and expenses
for the preparation of any documents required in connection with the collection
act, for the uses and purposes therein set forth.
Given under my hand and seal this 30th day of July, 1982
My Commission expires:

McGinnis, Farrow & Lang, July 5, 1982

do hereby certify that, RIchard W. Lange and Michelle A. Lange, his wife
, Nancy Lange, Notary Public in and for said county and state,
STATE OF ILLINOIS, Cook County
County is:
Signature of Borrower
RICHARD W. LANGE
MICHELLE A. LANGE
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Borrower
RICHARD W. LANGE
MICHELLE A. LANGE
Borrower
Nancy Lange
STATE OF ILLINOIS, Cook County
County is:
Signature of Borrower
RICHARD W. LANGE
MICHELLE A. LANGE
Borrower
Nancy Lange
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, and any entity designated by Lender, its successors or assigns to service this Mortgage, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to institute after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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Property in good repair and shall not commit waste or permit impairment of title to the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. It shall not be liable to the holder of this Mortgage for any damage to the Property or any loss or expense resulting from any act or omission of the lessee or any other person under whom the lessee may claim, except as provided in the lease.

restoration or replacement of all the damage caused by this Mortgage would be imposed thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if the Borrower fails to respond to a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to replace or repair the damage caused by the Borrower.

The insurance carrier providing the insurance policy shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 of the Note or, if it has not paid in such manner, by Borrower making payment, whether in form acceptable to Lender and reasonable in amount, within ten days after demand for payment is made directly to the insurance carrier.

5. **Hazard Insurance.** Borrower shall keep the improvements ("the Property") insured against other hazards as lender may require and in such amounts as lender may require to pay the sum necessary to repair or replace such property to its former condition.

And fun is freedom. You can do whatever you want to do whenever you want to do it. And that's what we mean by freedom.

11 The amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promissory or credit related to Borrower on monthly installments of Funds, if the Funds held by Lender shall not be sufficient to pay taxes, assessments, premiums and ground rents as they fall due, any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, under paragraph 18 hereof, prior to the acquisition of the Property or the sale of the Property to another, any funds held by Lender, under paragrap

2. Purchases for taxes and insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay to Lender or to the holder of such note, taxes and insurance.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, plus any late charge as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.