This form is used in connection with four-family provisions of the National Housing Act.

THIS INDENTURE, Made this

NOVEMBER

, 19**85** between

JEFFREY D. WITKO AND KAREN S. WITKO, HIS WIFE ALLSTATE ENTERPRISES MORTGAGE CORPORATION a corporation organized and existing under the laws of THE STATE OF OHIO

, 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 FIFTY SEVEN THOUSAND FIFTY-----AND NO/100----- Dollars (\$57,050.00---)

payable with interest at the rate of TWELVE----per centum (12.00---- %) per annum on the unpaid balance until pair, and made payable to the order of the Mortgagee at its office in LINCOLNSHIRE,

, or at such other place as the holder may designate in writing, and deliver-

, 19 86, and a like sum on the first day of each and every month thereafter until of 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 DECEMBER 2015

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 arto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of and the State of COOK

LOT 11 (EXCEPT THE EAST 1 THOUT THEREOF), LOT 12 (EXCEPT THE EAST 1 FOOT THEREOF), IN BLOCK 1 IN AIR-WAYS ADDITIONS, A SUBDIVISION OF (EXCEPT LOTS 3 AND 10 IN BLOCK 1 EXCEPT LOTS 12, 13 AND 14 IN BLOCK 2 AND ALL OF BLOCKS 3 AND 4 IN SOUTHERN BERNICE, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST % OF THE SOUTHEAS! % OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST (17, 2004) ACRES THEREOF ALL IN COOK COUNTY, ILLINOIS.

30-30-409-027, LOT 11 TAX NO. 30-30-409-028, LOT 12 17424 BURNHAM AVE. LANSING, IL

THIS INSTRUMENT WAS PREPARED BY: SUE JANACHOWSKY FOR ALLSTATE ENTERPRISES MTGE CORP. 7000 WEST 111T1 STPEET, WORTH, ILLINOIS 60482

TOGETHER with all and singular the tenements, hereditaments and applicamences thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every bin' 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 the building now or hereafter standing on said land, and also all the estate, right, title and interest of the said Mort. gagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fix ures, 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 here-inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments onesaid 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 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 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.

Bi-Britted by

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SAFROD TITLE INSURANCE CO.

N. LA SALLE ST.

HICKIE, IL, 61509

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between Jeffrey D. Witko & Karen & Witko , Mortgagor, and Allatate Mortgagee, dated 11/8/85 revises said Mortgage as follows: Mtge Corp.

1. Page 2, the second covenant 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 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 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 adviced 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 trutt to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mercioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be idded 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 ary, 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 deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortg.gor 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 outra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor undar subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessment, 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 munthly 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

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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 coverant 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 Mortgagee, without notice, become immediately due and payable,

THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured bereby not be eligible for insurance under the National Housing Act within Street from the date hereof (written statement of any officer of the Department of the Secretary of

THAT if the premises, or say part thereof, be condemned under any power of eminent domain, or acquired for a public user, the domaines, or say part therefore consideration for such acquisition, to the domaines, proceeds, and the consideration for such acquisition, to the domaines, proceeds, and the dote secured hereby remaining unpute, are hereby assigned by the blotteness upon this borigage, and the Mortgage to be applied by it on account of the indebted assigned hereby, whether due or not.

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. event of fereelesure to this mortgage or other transfer of title to the mortgaged property in extinguishment of the All insurance shall be carried in companies approved by the Mortgagee and the policies and tenewals thereof shall be included by the Mortgagee and the policies and tenewals thereof shall be included by the shall be applied by mail to the Mortgagee. In event of loss Mortgager, and each insurance company concerned is leady authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee, and shortgagee at the Mortgagee at the insurance proceeds, or any part thereof, may be applied by the Mortgagee at the children of the insurance proceeds, or any part thereof, may be applied by the Mortgagee at the children of the insurance proceeds, or any part thereof, may be applied by the Mortgagee at the children of the insurance proceeds, or any part thereof, may be applied by the Mortgagee at the children of the insurance proceeds, or any part thereof, may be applied by the morten of the indebtedness hereby secured or to the restoration of the indebtedness hereby secured or to the restoration of the indebtedness hereby secured or to the mortgaged property in extinential mentaged. In event of this mortgage of this mortgaged or of the indeptedness hereby secured or to the mortgaged property in extinential mentaged.

THAT HE WILL REEP the improvements now existing or hereafter erected on the marigaged property, insured as may be required from time to time by the Mortgagee against loss by the and other hazards, essualties and contingencies in such amounts and for such periods as may be required by the Acitgagee and will pay promptend contingencies in such amounts and for such periods as may be required by the Acitgagee and will pay prompt. By, when due, any premiums on such insurance provision for payment of which the not been made hereinbefore.

AND. AS ADDITIONAL SECUPITY for the payment of the indebiedaess aforesuid the Montgagor does hereby assign to the Montgagor all the rents, issues, and profits now due or which that hereafter become due for the use of the premises hereinabove described.

eding paragraph. mortage resulting in a public sale of the premises covered history, directing in the flowing and shall property is otherwise accessed. The time, of the commercement of said of the proceeding in the commercement of said shall property is otherwise acquired, the balance their emitting in the flowing incompliance of a section 30 of the proceeding paragraph is a credit against the amount of principal their commercements in the proceeding paragraph as a credit against the amount of principal their complete under subsection 30 of the presented in the present of the present of the present of the proceeding paragraphs and payments which shall have been made under subsection 30 of the presented and shall property adjust any payments which shall have been made under subsection 40 of the presented and shall property adjust any payments which shall have been made under subsection 40 of the presented and shall property adjust any payments which shall have been under succession 30 of the presented and shall property and payments which shall have been under succession 30 of the presented and shall property and the process of the comments and the property of the process of the comments and the comments and the process of the comments and the comments an of Housing and Uthan Development, and any balance remaining in the funds acclumitated underline provisions of the provis hereby, full payment of the entire indebtedness represented thereby, the Mortgage shall be proceeding to the proceding procedi interiouse of the payments actually made by the Mortgages understuon who the preceding painging paint shall be exceed the amount of the payments actually made by the Mortgages for ground tents, taxes, and assessments, or insurance executed, the Mortgagot, all however, the more premiums, as the case may be, when the Mortgagot shall be credited on such any payments to be made by the Mortgagot in the Mortgagot under subsect on by the Mortgagot, and payable, then the Mortgagot shall be one or minms, as the case may be, when the Mortgagot shall become due and payable, then the Mortgagot shall be not be such account of become due or before the date when payment of such ground write, taxes, assessments, or insurance premiums, as the case may be, when the same shall become due or before the date when payment of such ground write, taxes, assessments, or insurance premiums shall be due. It is any time the Mortgagot shall tender to the Mortgagot shall tender to the more premiums and the state shall be due.

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puted without taking into account delinquencies or prepayments;

A sure equal to the ground tents, if any, next due, plus then will next become due and pavable on policies of tire and other basied insurance covering the mortgaged property, this taxes and assessments next due on the mortgaged property (all as estimated by the Mortgaged) loss all sums already paid therefor divided by the number of months to eliquee before one month prior to the claice when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be did of this paragraph and all payments, premiums, taxes and several assessments, and

[1] Any the developed to the two preceding subsections of this paragraph and all payments to be made under the month in a start premiums to be applied by the Mortgagee in trust to pay said ground tents, premiums, and month in assessments, and

[1] Any the more selecters under the contrast of insurance premium, as the case may be, month to charge to insurance premium, as the case may be,

[1] Any the distinct so in the note secured hereby, and insurance premiums;

[2] Any the any, taxes, special assessments, fire, and other based insurance premiums;

[3] Any the distinct of the state of insurance premium, as the case may be,

[4] Any the distinct of the state of insurance premiums;

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[6] Any the distinct of the state of insurance premium, as the case may be,

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An amount sufficient to provide the holder based with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge in flow of the decimal pay the note secured hereby are insured, or a monthly charge in flow of the Service of Green date and Urban Development, as follows:

(1) If and so long as said note of even date and this instrument are insured or are repaired in the provisions price in its about the content of the Sational Housing Act, an amount sufficient to accumulate in the hinds of the holder with funds to provide such holder with funds to provide such holder with funds to provide such holder with funds for as ascended, and applicable frequently and Urban insurance premium; in order to provide such holder with funds in the assemble of flowing the frequently in the date into the Servetary of Housing Act, to a monthly charge the insurance premium; in order to the Sational Housing Act, to a monthly charge the insurance premium; with which shift in the Housing Act, to a monthly (1 12) of organizations theremore are held by the Servetary of Housing and Urban usual to the Servetary of the average oursing and the non-the form of the average ourstanding his interparaments.

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That, together with and in adultion to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the fully paid, the following sums:

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AND the sand Mortgagor further covenants and agrees as follows:

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 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 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 such hall 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 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 of collicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and collarge upon the said premises under this mortgage, and all such expenses shall become so much additional indicoledness secured hereby and be allowed in any decree forectosing this mortgage.

AND THERE SHALL BF. INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in parsuance 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 vad examination 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 Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgage will, within thirty (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 don gagee.

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 Mortgager shall operate to release, in any manner, the original limbility of the Mortgagor.

THE COVENANTS HEREIN CONTAINED shall bind, end the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and ensigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the forming.

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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.

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

> 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.

Date t as of the date of the mortgage

Opening Clerk's Office