between

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UNOFFICIÁSE MORTGAGE This orm is used in connection with mortgages insured under the one to four-lamily provisions of the National Housing Act.

FEBRUARY 86 3RD19 THIS INDENTURE, Made this HIS WIFE MARYKSCHAEFER TIMOTHY G. SCHAEFER . Mortgagor and

COMMONWEALTH EASTERN MORTGAGE CORPORATION

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

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 SIXTY FOUR THOUSAND FIVE HUNDRED TWELVE AND ******64,512.00 Dollars (\$ 00/100

payable with interest at the rate of TEN AND ONE-HALF per centum %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office 10.500 or at such other HOUSTON, TEXAS 77027 in place as the horder may designate in writing, and delivered; the said principal and interest being payable in monthly installments SEVEN FUNDRED THIRTEEN AND 12/100 of ******713.12 , 19 86) on the first day of APRIL Dollars (\$ first day of each and every mo at 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 of the first day of MARCH, 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 of cements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee. its successors or assigns, the following deraribed Real Estate situate, lying, and being in the county of COOK and the State of Why.s. to wit:

THE WEST 43 FEET OF LOT 8 IN BLOCK 17 IN DES PLAINES MANOR TRACT NUMBER 2, IN THE WIST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED JULY 14, 1911, AS DOCUMENT NUMBER 4793564, IN COOK COUNTY, ILLIFOIS. 1022 WOODLAWN, DES PLAINES, IL.

DONNA THIS INSTRUMENT PREPARED BY: J. NICOLA COMMONWEALTH EASTERN MORTGAGE CORP. 5005 NEWPORT DRIVE SUITE 400 ROLLING MEADOWS, IL. 60008

> MAIL TO: COMMONWED TH EASTERN MORTGAGE CORP. 5005 NEWPORT DRIVE, SUITE 400 ROLLING MEADOWS, IL 60008

TAX I.D.# 09-17-305-027

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto selvinging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing head, 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 sair 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 wrive.

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 morfgaged 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.

Replaces FHA-2116M, which may be used until supply is exhausted

FMIL 00947883 STATE OF ILLINOIS HUD-92116M (5-80)

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Property of Coot County Clert's Officer

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgages 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 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 soli ator'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 the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under th's 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 INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (3) 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 cut orized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are marie; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The over lus 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 shell be null and void and Mortgagor 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 Mortgagoe.

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 oe effits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, he singular 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 writern CHAEFER MAR STATE OF ILLINOIS COUNTY OF THE UNDERSIGNED a notary public, in and for the rounty and State E, MARYKSCHAEFER TIMOTHY G. SCHAMAKK AND WIFE, aforesaid. Do Hereby Certify That SCHAEFER , personally known to me to be the same ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged person whose name that THEY THEIR signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead February ally GIVEN under my hand and Notarial Scal this Filed for Record in the Recorder's Office of DOC. NO. A.D. 19 County, Illinois, on the day of

m., and duly recorded in Book

o'clock

of

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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 thiny (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

Development.

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

from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgages or the holder of the note may, at its option, declare all suns secured hereby immediately due and payable. This option may not be exercised by the Mortgages when the ineligibility for insurance under secured hereby immediately due and payable. This option may not be exercised by the Mortgages when the ineligibility for insurance under the Nortgage's failure to remit the mortgage insurance premium to the Department of Housing and Urban the National Housing Act is due to the Mortgages's failure to remit the mortgage insurance premium to the Department of Housing and Urban

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

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

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

has not been made hereinbefore.

All insurance shall be carried in companies approved by the Mortgagee and the policies and arcavals thereof shall be held by the Mortgagee and the policies and arcavals 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 the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to may make proof of loss if not made promptly by Mortgagee as its option eithe 'to the Mortgager and the Mortgagee and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option eithe 'to the reduction of the indebtedness percent of the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option eithe 'to the reduction of the indebtedness become or to the restoration or repair of the property damaged. In event of forcelosure of this mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgage or in and to any insurance

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

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

under said note.

If the loan is current, at the option of the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the preceding paragraph shall exceed the amount of the preceding paragraph shall exceed the amount of 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 more, the provisions and are estimated by the Mortgagor and the more than the Mortgagor and the more, the more that the more premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagor and are estimated to the Mortgagor shall tender to the Mortgagor and the mote secured, etcby, full payment of the entire indebtedness represented thereby, the Mortgagor shall tender to the Mortgagor any balance remaining in the funds accumulated under the provisions of the note secured, etcby, full payment of the Mortgagor shall tender to the Mortgagor and shall be due. If at any time the provisions of the mote secured, etcby, full payment of the Mortgagor shall tender to the Mortgagor shall tender to the Mortgagor any balance remaining in the funds accumulated under subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgagor and the provisions of the preceding paragraph. If there shall be a default under any of the premises covered hereby, or if any more acquires the property otherwise after default, the Mortgagor tenting in a public sale of the premises covered hereby, or if any more acquires the property otherwise after default, the Mortgagor shall apply, at the time of the premises covered hereby, or if any into 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 in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the property is otherw

handling delinquent payr lents.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Montgagor prior to the due date of the next such partitute an event of default under this montgage. The Montgagee may collect a "late charge" not to exceed four cents (4c) "or arch dollat (\$!) for each payment more than lifteen (15) days in arrears, so cover the extra expense involved in

- (1 I) "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 Mongagee to the following items in the order set forth:
- next due on the mortgaged property (all as estimated by the Mortgages) less all sums already paid intereior divided by the interest of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and special assessments; and delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and special assessments; and delinquent, such sums to be 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 shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be
- (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 Mortgages) less all sums already paid therefor divided by the number next due on the mortgaged property (all as estimated by the date when such ground rents, premiums, taxes and assessments will become of months to elarge before one month prior to the date when such ground rents, premiums, taxes and assessments will become

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 Mortgagoe, on the first day of each month until the said note is fully paid, the following sums:

ዛሽ WHOLE OR IN PART, ON ANY INSTALINENT DUE DATE. ኢጲቭኬዲፕ ሂዜዲ ዲሲዲዲኒ ሊዲኒ ሊዲኒ ተፈፈፈ አል ተፈፈፈ እንደ ከ DUE DATE. ኢጲቭኬዲፕ ሂዜዲ ዲሲኒ አዲኒ አዲኒ ተፈፈፈ አዲኒ ተፈፈፈ እንደ ከመደመ DUE IS RESERVED TO PAY THE DEBT, THE WHOLE OR IN PART, ON ANY INSTALLINENT DATE.

AVA the said Mongagor further convenants and agrees as follows:

