

UNOFFICIAL COPY

LOAN # 00007914

WESTAMERICA MORTGAGE COMPANY  
P. O. BOX 5067  
DEPT. 22  
ENGLEWOOD, CO. 80155

85 219 388 5 2 1 9

MORTGAGE

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

25TH

THIS INDENTURE, Made this 25 day of SEPTEMBER, 1985, between KIMBERLY J. DRANCHAK, A SPINSTER and RONALD DRANCHAK AND PATRICIA C. DRANCHAK, HUSBAND AND WIFE, Mortgagor, and WESTAMERICA MORTGAGE COMPANY, Mortgagee.

a corporation organized and existing under the laws of THE STATE OF COLORADO Mortgagee.

\$ 17.00

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 THIRTY FIVE THOUSAND SIX HUNDRED FIFTY AND NO/100 Dollars (\$ 35,650.00 )

payable with interest at the rate of \*\* per centum ( 12.00 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 7900 EAST UNION AVENUE, TWR 3, STE 500, DENVER, CO 80237, 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 THREE HUNDRED SIXTY SIX AND 70/100 Dollars (\$ 366.70 ) on the first day of NOVEMBER, 1985, 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 OCTOBER 2015.

9 Caldwell Banker Title Services, Inc. C 111380

**\*\*TWELVE** 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:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

SEE CONDOMINIUM RIDER ATTACHED HERETO AND MADE A PART HEREOF

TAX I.D.#07-27-102-017-1129

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1985 OCT -4 AM 10 13

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TOGETHER with all and singular the tenements, 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 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 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 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.

MAIL ROOM

Box 235

85 219 388



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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 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 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 therein 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 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: (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 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 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 Mortgagee 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 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 heirs, executors, administrators, 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.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

Kimberley J. Dranchak [SEAL] Patricia C. Dranchak [SEAL]
KIMBERLEY J. DRANCHAK PATRICIA C. DRANCHAK
Ronald Dranchak [SEAL] [SEAL]
RONALD DRANCHAK

STATE OF PENNSYLVANIA

COUNTY OF Luzerne

s.s:

I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That RONALD DRANCHAK, MARRIED TO PATRICIA C. DRANCHAK, personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed, and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 25TH day SEPTEMBER, A. D. 19 85

Russ A. Witcheser
Notary Public
My Commission Expires May 10, 1987.

DOC. NO. Filed for Record in the Recorder's Office of

County, Illinois, on the day of A.D. 19

at o'clock m., and duly recorded in Book of Page

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Property of Cook County Clerk's Office

8-11-2011

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Lot 16131 in Section 2 Weathersfield Unit 16, being a subdivision of the Northwest Quarter of Section 27, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom that part of Lot 16131 in Section 2, Weathersfield Unit 16, being a subdivision in the Northwest Quarter of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, lying South of a line drawn at right angles to the West line of Roselle Road (being an East line of said Lot 16131) at a point 504.48 feet (as measured along the East line) North of the Southeast corner thereof and lying Easterly of a line drawn at right angles to the South line of said Lot 16131 through a point 614.67 feet (as measured along the South line) West of the Southeast corner of said Lot; in Cook County, Illinois, and also excepting therefrom that part of Lot 16131 in Section 2, Weathersfield Unit 16, being a subdivision in the Northwest Quarter of Section 27, Township 41 North, Range 10, East of the Third Principal Meridian, lying North of a line drawn at right angles to the West line of Roselle Road (being an East line of said Lot 16131) at a point 504.48 feet (as measured along the East line) North of the Southeast corner of said Lot 16131 and lying South of a line drawn at right angles to the West line of Lot 16132 (being an East line of said Lot 16131) at a point 174.69 feet (as measured along said West line) North of the Southwest corner of Lot 16132 and lying Easterly of a line drawn at right angles to the South line of said Lot 16131 at a point 614.67 feet (as measured along the South line) West of the Southeast corner of said Lot 16131; in Cook County, Illinois.

tax# 07-27-102-017-1129

722 Tipperary Apt 3C  
Schaumburg IL

85 219 389

Property

STATE OF ILLINOIS

ss:

COUNTY OF

THE UNDERSIGNED

I, ~~RONALD DRANCHAK~~ KIMBERLY J. DRANCHAK, a notary public in and for the county and State of Illinois, do hereby certify that ~~RONALD DRANCHAK~~ KIMBERLY J. DRANCHAK, A SPINSTER, and PATRICIA C. DRANCHAK, ~~WIFE~~ ~~PERSONALLY~~ personally known to me to be the same as ~~THEIR~~ subscribed to the foregoing instrument, appeared before me this day in person whose name ~~S~~ are they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

*Kimberly J. Dranchak*  
Notary Public  
A. D. 19 85

GIVEN under my hand and Notarial Seal this

Filed to Record in the Recorder's Office of

DOC. NO.

County, Illinois, on the

day of

m., and duly recorded in Book

Page

at

A. D. 85 219 389

671 689



FHA SECTION 234 (c)

"The mortgagor further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."

"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed or Enabling Declaration) recorded on \_\_\_\_\_ in the Land Records of the County of \_\_\_\_\_, State of Illinois, is incorporated in and made of this mortgage (deed of trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagor (grantor) and upon request by the Federal Housing Commissioner the mortgagee, as its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."

"As used herein, the term 'assessments', except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies, districts or other public taxing or assessing bodies."

\_\_\_\_\_  
SEAL  SEAL  
RONALD DRANCHAK

STATE OF ~~MISSOURI~~ PENNSYLVANIA  
) SS:  
COUNTY OF *Suzanne*

I, THE UNDERSIGNED \_\_\_\_\_, a notary public in and for the county and State foresaid, Do hereby Certify that RONALD DRANCHAK, MARRIED ~~and~~ TO PATRICIA C. DRANCHAK, ~~his~~ wife, personally known to be the same person(s) whose name IS \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed, and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 25TH, A.D. 19 85

  
Notary Public

*My commission expires May 10, 1989*

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FHA SECTION 234 (c)

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Kimberly J. Dranchak SEAL  
KIMBERLY J. DRANCHAK

Patricia C. Dranchak SEAL  
PATRICIA C. DRANCHAK

STATE OF ILLINOIS)

RONALD DRANCHAK

) SS:

COUNTY OF Cook )

I, THE UNDERSIGNED \_\_\_\_\_, a notary public in and for the county and State foresaid, Do hereby Certify that KIMBERLY J. DRANCHAK, A SPINSTER and PATRICIA C. DRANCHAK, MARRIED TO RONALD DRANCHAK, personally known to be the same person(s) whose name s \_\_\_\_\_ are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 27TH, A.D. 1985

David Kudry  
Notary Public

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