TAMERICA MORTGAGE (

P. O. BOX 5067 DEPT. 22 ENGLEWOOD, CO. 80155

4 CASSWAII TATAGE TITLE SENTERS, INC. C 111,380

MORTGAGE

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

25TH

SEPTEMBER THIS INDENTURE, Made this day of PATRICIA C. DRANCHAK, KIMBERLEY KIMBERLEY KIMBERLEY HUSBAND AND WIFE

MORTEGING AND MORTEGING A

WESTAMERICA MORTGAGE OMPANY

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

Mortgagor, and

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced promissory note bearing even date herewith, in the principal sum of THIRTY FIVE THOUSAND SIX HUNDRED FIFTY AND NO/100

Dollars (\$ 35,650.00

12.00 %) per annum on the unpaid bal-s office in 7900 EAST UNION AVENUE payable with interest at the rate of ** per centum (ance until pair, and made payable to the order of the Mortgagee at its office in 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 70/100 Dollars (\$) 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 CCTOBER 2015

*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 AND MADE A PART HEREOF

SEE CONDOMINIUM RIDER ATTACHED ATRETO AND MADE A PART HEREOF

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

COOK COUNTY PLLINOIS

1985 OCT -4 AM 10 13

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TOGETHER with all and singular the tenements, hereditaments and appartenances 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 i., 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 fir tures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set levil, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illine's, 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 Morigagor 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 mortinged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however (all other positions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall, 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 for accordest the same or the validity thereof by appropriate legal proceedings brought in a court of competent judication, 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

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terest? thereon, shill, at the election of the Mortgagee, without notice, become immediately due and payable. IN THE EVENT of definilt in making any monthly payment provided for herein and in the note secured hereing a period of thirty. (30) days after the due date thereof, or in case of a breach of any other covenant or series in the period of thirty. (30) then the whole of said principal sum remaining unpaid together with accused in-

THE MORTGACOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing. Act within 30 DAYS from the date of the Secretary of any officer of the Department of Housing and Urban Development to the 30 TH DAY (ime from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such incligibility), the Mortgage, obtained holder of the note and this mortgage, being deemed conclusive proof of such incligibility), the Mortgage of the Mortgage of the Mortgage of the such incligibility).

III. Tit the premises, or any part the condemned under any power of eminent domain, or acquired for all the premises, or any part the consideration for such acquired not the premises, or any part the consideration for such acquired not the premises, or any part the consideration for such acquired not the premises, or any part the consideration and any part the condition of the formation of the formation of the formation of the formation of the condition of the

All insurance shall be carried in companies approved by the Mortgage and the politic. and tenewals thereof a final be carried in companies approved by the Mortgage and the politic. and tenewals thereof to the Mortgage and have attached thereto loss payable clauses in favor of int in form acceptable to the Mortgage. In event of loss if not made promptly by Mortgagor will give immediate notice by mail 10 the Mortgagor, who may make promptly by Mortgagor, and each insurance company concerned is hereby, authorized and directed to make promptly by Mortgagor, and each insurance company concerned is hereby authorized and directly to the Mortgagor instead of to the Mortgagor at the Mortgagor in and the Mortgagor at the Mortgagor in an interest of the Mortgagor at the Mortgagor of the Mortgagor at the Mortgagor of the Mortgagor at the Mortgagor in and to any insurance policies then indebtedness accured hereby, all tight, fittle and interest of the Mortgagor in and to any insurance policies then indebtedness to the purchaser or grantee.

THAT it the premises, or any part thereof, be condemned under any nown of common domain are commented to the premises, or any part thereof. be condemned under any nown of commented to the premises, or any part thereof. be condemned under any nown of commented to the premises, or any part thereof. be condemned under any nown of commented to the premises, or any part thereof. Be condemned under any nown of commented to the premises.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the Mortgagee against loss by the Mortgagee and will pay promptand contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptand contingencies in such amounts on such insurance provision for payment of which has not occu made hereinbefore.

AND. AS ADDITIONAL SECURITY for the payment of the indebte ine is storeshid the Mortgagor does hereby assign to the Mortgagor all the results issues, and profits, now due or which may hereafter become due for the use of the premises hereinshove described,

rents, taxes, and assessments, or insurance promiums, as the case, may, be, when the same shall becomed due and payable, then the Mortgager shall pay to no Mortgages any amount necessary to make up the deficiency, on the duic when payament of such ground, ents, taxes, assessments, or insurance premiums shall be due. It at any time the Alortgager shall tender to the Mortgage, in accordance with the provisions of the neceding parection to the Mortgage, in account of the Mortgager shall, in computing the amount of such indeptedness, credit to the account of the Mortgager alial payments of the preceding paregraph which the Mortgager and being the provisions of subsection to of the preceding paregraph which the Mortgager has not become obligated to pay to the Secretary of Subsection to of the preceding paregraph which the Mortgager has not become obligated to pay to the Secretary and Housing and Urban Development, and any balance them to a default under the provisions of this preceding paregraph. If there shall be a default under accumulated under the provisions of the time the property is otherwise of the preceding paregraph. If the preceding paregraph property and the property and property and property and shall property adjust any payments and shall property adjust any payments which shall have been made under such ander subsection to the preceding pareceding payments which shall have been made under such the property asid shall property adjust any payments which shall have been made under subsection to the pareceding pareceding payments which shall have been made under such the property and shall be property and the property and the property and the property and the - ឬ៨ខរដីខេរក៨. និបាន៦៦ If the total of the payments actually as de by the Mortgagor undersubsection (4.10f the preceding panagraph shall exceed the amount of the payments actually as de by the Mortgagor for ground rents, taxes, and assessments, or insurance subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (1.) of the preceding paragraph shall not be sufficiently or pay ground rends, taxes, and assessments, or insurance premiums, as the case, when the same shall become due and payagoned.

Any deficiency in 2. smount of any such aggregate monthly payment shall, unless made good by the Mortgager may colto the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may coltert a "late charge" no. 1) exceed four cents tate) for each payments more than inflient (\$1) days in
factors, to cover the extra expense involved in handling dataquent payments.

All Figurate mentioned in the two preceding subsections of this paragraph and all paraments, and and experiments, and the added together and the aggregate amount thereof shall be added together and the succession of the following items in the order sectorth; or month in a single parament to be applied by the Mortgagee to the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mo, the following items in the order sectorth; or mottage in the cases may be; (itt) inter a situation of the principal of the gaid note.

in the second sufficient (a positive the bolder hereof with funds to pay the next mortgage insurance premium if this if they are beind by the second detective of dousing and the note second hereby are manued, or a monthly charge (in lice of a mortgage insurance premium) if they are held by the Secretain of dousing and their insurance of dousing and of the hereby are manued, or a monthly charge (in lice of a mortgage insurance premium) as follows;

(1) If and so long as said one of even date and this instrument are insured or are constructed under the provisions of the bolder one (1) month prior to tis due date the annual mortgage driven to accumulate in the bands of the bolder one (1) month as amended, and applicable Regulations theremone, and the insurance premium, in order to provide meth holder with funds to the date the annual mortgage driven and the insurance premium of the Secretain of th

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mottgagorewill pay to the Mottgagore, on the first day of each month until the said note is fully paid, the following sums?

HWT

That privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any-month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepay.

AND the said Mottgagor further covenants and agrees as follows:

. 3 .

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 there or 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 indebte. In each case of the 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 purcuaice 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 advance; 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 mortgager.

If Mortgagor shall pay said note at the tir. 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 der and therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the cenefits 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 Mortgago. Small 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 femilian.

	WILLES	ss the hand and se	at of the words	or, the day	nano year v	it st written.		
(co)	Kinker	ley Or Dra	nchak) [SEAL] La	tricia	Comman	chak [SEAL])
IMBERLEY		JA DRANCHAK			PATRICIA C	DRINCTAK		_
	* (Cond	aman		SEAL]		<u> </u>	[SEAL]]
	MONALD D	HANCHAK						
	STATE OF MICHAEL PENNSYLVANIA							•
		. 0			s <i>s:</i>			
	COUNTY OF	Luzerne					C	
•	I.	THE UNDERSIGN	NED		, a notary	public, in and f	or the county and State	· 9
	aforesaid, Do Hereby Certify That RONALD DRANCHAK, MARRIED TO PATRICIA C. DRANCHAK							
	ancepacacocococococococococococococococococo							~
	person whose	e name IS					l before me this day in	9
	person and acknowledged that HE signed, sealed, and delivered the said instrument as HIS							
			es and purposes	therein s e t	forth, includ	ding the release	and waiver of the right	\sim
	of homestead.	•						383
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			County, Illino	is on the	A.	ay of	A.D. 19	
			county, mino	is, on the	4	u, u.	11.12, 12	

m., and duly recorded in Book

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to !

HUD-92116M (5-80)

Page

Property of Cook County Clerk's Office

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 10031) 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# 070-27-102-017-1129
722 Tipperary Apt 3 C
Schaum burg IL

N. D. 19 85 HUD-92116M (5-80) a notary public in and for the county and State a notary public in and for the county and State aforesaid, Do Hereby Certify That KIMBERLY J. DRANCHAR, A SPINSTE., AND PAIRICIA C. DRANCHAR ASSERTED TO ROWLD DRANCHAR free and voluntary act for the uses and purposes therein set in including the release and waiver of the right person and acknowledged that they signed, sealed, and (eli ered the said instrument as their pried to Record in the Recorder of County, Illinois, on the m., and dul... jo day of 3.5 GIVEN under my hand and Notarial Seal this STATE OF ILLINOIS of homestead.

GPO 671 680



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 attatched 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 co be due and payable."

"As used herein, the term 'assersments', 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

PENNSYLVANIA STATE OF XIX THE

SS:

COUNTY OF Luzerne)

, a notary public in and for the county and State foresaid, Do hereby Certify that RONALD DRANCHAK, MARRIED RACE TO PATRICIA C. DRANCHAK RECORDED TO PATRICIA C. DRANCHAK IS the same person(s) whose name subscribed to the foregoing instrument, appeared before me this day in person and signed, sealed, and delivered the said acknowledged that HE 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

Proberty of County Clerk's Office



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."

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"As used herein, the term 'assissments', 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."

STATE OF ILLINOIS)

COUNTY OF GOK

SS:

RONALD DRANCHAK

, a notary public in and for the THE UNDERSIGNED county and State foresaid, Do hereby Certify that KIMBERLY J. FRANCHAK, A SPINSTER and PATRICIA C. DRANCHAK, MARRIED TO BE DETSONATED 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 their free and voluntary act for the uses and instrument as purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this

Property of Cook County Clerk's Office

SEC PIS RE