

UNOFFICIAL COPY

85224939

PREPARED BY: AND RETURN TO:
SEE ATTACHED RIDERS

WESTAMERICA MORTGAGE COMPANY

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

MORTGAGE

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

14TH

OCTOBER

85

NUMBER

19 . between

THIS INDENTURE Made this day of 1975 DATED JULY 30, 1985
PIONEER BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT
WESTAMERICA MORTGAGE COMPANY

corporation organized and existing under the laws of THE STATE OF COLORADO
Mortgagor,

KNESETH: 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 TWO THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$ 32,800.00)

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 THIRTY SEVEN
AND 38/100 Dollars (\$ 337.38) 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

**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
Illinois, to wit:

LOTS 10 AND 11 IN THE RESUBDIVISION OF LOTS "A" TO "L"
INCLUSIVE, IN REED'S SUBDIVISION OF LOTS 19 TO 22 INCLUSIVE
IN BLOCK 2, LOTS 1 THROUGH 4 IN BLOCK 7 IN THE SUBDIVISION
OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35,
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION AND
EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

13-35-320-044
13-35-320-045
AJ

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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 and materials 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 Mort-
gagor 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, nor 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 situated, 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 liens or im-
embargoes 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 Mortgagor shall not be required nor shall it have the right to pay, discharge, or remove any tax, assess-
ment, 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.

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IN THE EVENT OF DEATH IN MAKING ANY MORTGAGE PAYABLE

by **for a period of thirty (30) days after the due date thereof,** in case of a breach of any other covenants or agreements herein stipulated, then the whole of said principal sum: **including unpaid installments** shall, at the election of the Mortgagor, without notice, become immediately due and payable.

THE NOTIFICATION AGREEMENT THAT SOUTHEAST ASIA SECURED HAVING NOT BEEN MADE
THEREFORE, THE NATIONAL HOUSING ACT WITHIN 60 DAYS FROM THE DATE SECURED HAVING
NOT BEEN MADE THIS AGREEMENT IS NULL AND VOID.

THAT it is the pleasure, of the deputees, to any party before, be considered and used; any power of taxation, in accordance for purposes, of the deputees, or the deputees, shall be paid; notwithstanding to the deputees, who are to be applied by it on account of the expenditure.

All insurance shall be carried in companies approved by the Motor Vehicle Department; before loss payable clauses are issued, it is necessary that there be carried in the event of loss damages will have immediate notice by mail to the Motor Vehicle Department, who may make no claim. In the event of loss damage will have immediate notice by mail to the Motor Vehicle Department, who may make no claim.

AN AS ADDITIONAL SECURITY for the paymasters of the independent-class officers; the most effective measures will be those which their permanent service due for the use

the first time in history that the entire population of the world has been exposed to a disease which has no specific treatment or cure. The disease is called "polio" and it has been spreading rapidly throughout the world.

(II) Interpretation of the note received hereby, and
(III) amount retained by the principal of the said note.

(1) All new members admitted to the firm proceeding upon subscriptions of this partnership and all partners to the firm under the same conditions as the old partners together and the old partners to be admitted to the firm upon the same terms as the new partners.

A single point in the ground surface is at a certain elevation above sea level, and the elevation of the ground surface at any other point is also determined by the same reference level.

placed without delay into account dependencies of preparation.

part of the new law, the Secretary of Housing and Urban Development may issue regulations to provide for the protection of such buildings.

As mentioned earlier, the boulder horizon with granite is at the very bottom of the sequence. It is overlain by sandstone of granitic origin and the boulders are derived from it. The boulders are angular to subangular and the matrix is fine-grained sandstone.

That, together with, and in addition to, the monthly payments of principal, and interest under the terms of the note secured hereon, the debtor will pay to the plaintiff, on the first day of each month until the said note is fully paid, the following sum:

Under paragraph 13, it is intended to pay the fees in monthly instalments over a period of three years, starting from the date of the first payment.

AND THE SIS WOULD NOT BECOME ANOTHER JOHNSON, SHE SAID.

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AND IN THE EVENT That the whole of said debt is declared to be due, the Mortgagor 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 Mortgagor 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 Mortgagor in possession of the premises, so appoint a receiver for the benefit of the Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor; leave 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 Mortgagor 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 Mortgagor shall be made a party thereto in reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagor, so made parties, for services in such suit or proceeding, shall be a further item 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 to 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 monies advanced by the Mortgagor, 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 liquid principal money remaining unpaid. The surplus 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 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 Mortgagor.

IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagor 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 accrue, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever 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.

[SEAL]

[SEAL]

PIONEER BANK & TRUST AS TRUSTEE UNDER TRUST AGREEMENT NUMBER
24075 DATED JULY 30, 1985 [SEAL] [SEAL]

STATE OF ILLINOIS

s.s:

COUNTY OF

THE UNDERSIGNED

I, a notary public, in and for the County and State

aforesaid, Do Hereby Certify That:

and person whose name IS his wife, personally known to me to be the same
person and acknowledged that HE subscribed to the foregoing instrument, appeared before me this day in
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

day

. A. D. 19

Notary Public

DOC. NO.

, Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

o'clock

., and duly recorded in Book

of

Page

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FHA Case No. 131-4056949-203

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

This rider attached to and made part of the Mortgage between PIONEER BANK AND TRUST AS
TRUSTEE UNDER TRUST AGREEMENT NUMBER 24075. Mortgagor, and WESTAMERICA Mortgagee,
dated JULY 30, 1985 revised said Mortgage as follows:

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 (all as estimated by the Mortgagor,) less all sums already paid therefor divided 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 trust to pay said ground rents, premiums taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections 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 applied by the Mortgagee to the following items in the order set forth:
 - (i) ground rents, if any, 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 Mortgagor 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 (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly 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 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.

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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.

Dated as of the date of the mortgage referred to herein.

Mortgagor PIONEER BANK AND TRUST AS TRUSTEE UNDER
TRUST AGREEMENT NUMBER 24075 DATED JULY 30, 1985

Mortgagor

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PREPAYMENT

RIDER

The Rider, dated the 4TH day of OCTOBER, 1985, amends the MORTGAGE of even date by and between PIONEER BANK AND TRUST #24075 DATED 7/30/85, the TRUSTEE, and WESTAMERICA MORTGAGE, the LENDER, and , the , as follows:

1. In Paragraph 2 PAGE 2, the sentence which reads as follows is deleted:

**

2. Paragraph 2 PAGE 2 is amended by the addition of the following:

"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

IN WITNESS WHEREOF, _____ has set his hand and seal the day and year first aforesaid.

(SEAL)

(SEAL)

Signed, sealed and delivered
in the presence of

** 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, written notice of an intention to do so is given at least 30 days prior to prepayment."

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Property of Cook County Clerk's Office

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PREPAYMENT Rider 2 24
THIS MORTGAGE, STATE OF IL. RIDER & is executed by the PIONEER BANK & TRUST COMPANY,
not personally, but as Trustee under Trust Agreement dated July 30, 1985
and known as Trust No. 21075 in the exercise of the power and authority conferred
upon and vested in it as such Trustee, and it is expressly understood and agreed that
nothing herein or in said principal note or obligation contained shall be construed
as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST
COMPANY, personally to pay the said obligation or any interest that may accrue thereon,
or any indebtedness accruing hereunder, or to perform any covenant either express or
implied herein or in said obligation contained, all such liability, if any, being
expressly waived by said mortgage and by every person now or hereafter claiming any
right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee
as aforesaid, has caused there presents to be signed by its Assistant Vice President/
Trust Officer and its corporate seal to be hereunto affixed and attested by its
Assistant Secretary, this 2nd day of October, A. D., 19 85.

PIONEER BANK & TRUST COMPANY

By: Arakin
Assistant Vice President/Trust Officer

Attest: T. J. H.
Assistant Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid,
DO HEREBY CERTIFY that the above named Assistant Vice President/Trust Officer of the
PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such Assistant Vice President/
Trust Officer respectively, appeared before me this day in person and acknowledged
that they signed and delivered the said instrument as their own free and voluntary
act and as the free and voluntary act of said Corporation for the uses and purposes
therein set forth; and the said Assistant Secretary then and there acknowledged that
said Assistant Secretary, as custodian of the corporate seal of said Corporation,
caused the corporate seal of said Corporation to be affixed to said instrument as
said Assistant Secretary's own free and voluntary act and as the free and voluntary
act of said Corporation for the uses and purposes therein set forth,

Given under my hand and Notarial Seal this 2nd day of October, 19 85.

Adrienne C. Gask
//Notary Public

MY COMMISSION EXPIRES OCTOBER 10, 2002