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PREPARED BY: RECORD & RETURN TO:  
BETTY ANDERSON

BOX 381 - IV

85 276 537 LOAN # 00008592

# WESTAMERICA MORTGAGE COMPANY

P. O. BOX 5067

DEPT. 22

ENGLEWOOD, CO. 80155

85 276 537

# MORTGAGE

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

8TH

THIS INDENTURE, Made this day of NOVEMBER

1985

, between

BRUCE BERNARD BOWMAN AND MARIA ANNE BOWMAN, HUSBAND AND WIFE

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY

a corporation organized and existing under the laws of THE STATE OF COLORADO  
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  
FORTY TWO THOUSAND THREE HUNDRED FIFTY AND NO/100

Dollars (\$ 42,350.00 )

payable with interest at the rate of \*\* per centum ( 11.00 % ) 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 FOUR HUNDRED THREE AND 31/100 Dollars (\$ 403.31 ) on the first day of JANUARY 1986, 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 DECEMBER 2015

\*\*ELEVEN 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:

LOT 10 (EXCEPT THE NORTH 30 FEET) AND LOT 11 IN BLOCK 14 IN CRYER'S CALUMET CENTER ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1926 IN BOOK 211, PAGES 16 AND 17 AS DOCUMENT 9317249 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS.

14 00

PROPERTY ADDRESS: 360 CLYDE STREET  
CALUMET CITY, IL 60409

PTIN: 29-12-129-040

*ML*

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 hereinabove 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 encumbrance 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.

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Agreement shall be made by the parties hereto, and such agreement shall be recorded in the office of the recorder of deeds of the county in which the property is situated, and shall be acknowledged before a notary public.

IN THIS EVENT of default in making any monthly payments provided for herein and in the note secured here-  
by, or a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or

the storageage of the holder of the note may, at his option, declare all sums secured hereby immediately due and payable.

eligible for insurance under the National Housing Act within 30 days with the original policyholder, provided that the original policyholder has not moved and retains his mortgage and title to the property.

Major to the Major General and Staff will be applied by 11 on account of the undeployed forces received hereby, whether due or not.

**THAT** if any person, or any part of his property, be condemned under any power of eminent domain, or for public use, the damages, proceeds, and the value of his property, as far as he can get it, shall be paid him, and the costs of removal, or removal and carriage, and the expenses of advertising, shall be paid by the party or parties so condemning.

indefeasible Secured interest of the mortgagee over the property in favour of the mortgagee.

the reduction of the indebtedness thereby secured or (c) the restoration of the type of damage.

All instruments shall be carried in compartments approved by the Motor Carrier Safety and Standards Board in accordance with the Motor Carrier Safety Act.

should be as many as required from time to time of the money due, any premium or such amount as may be required by the mortgagee at any time during the period of the mortgage.

**THAT THE WILL KEEP** the improvements now existing here will be increased by the addition of the motor-gauge property, in  
of the premises heretofore described.

**AN ADDITIONAL SECURITY** for the payment of the indebtedness soverainly imposed by the Mortgagor does hereby create in the Mortgagor, his heirs, executors, and administrators, now and forever, an absolute charge upon all his real estate, personalty, and credits, and every other property which he may have or hereafter have in his name, to the payment of the indebtedness soverainly imposed by the Mortgagor.

of housing and urban development, and any取得 in the ministry in turn funds accumulated under the provisions of the budgetary law of the public spending, shall apply, at the time of the commencement of such proceedings or at otherwise, unless otherwise provided by law.

hereby, full payment of the entire indebtedness presented hereby, the Norgero shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of such indebtedness, excepting payment of taxes, insurance premiums, and other expenses of the property mortgaged, which have been paid by the Mortgagor.

...and payables, then the Mortgagor shall pay to the Mortgagor any amount necessary to make up the deficiency, or before the date when payment of such amounts, rents, taxes, assessments, or insurance premiums shall be due,

Similarly, to cover the extra or expense involved in handling delinquent payments, the total of the extra or expense involved in handling delinquent payments

(1) **Prevalence**: The proportion of the population that has been infected with a disease at a specific time.

77 All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the  
78 same conditions mentioned in the two preceding subsections of this paragraph shall be paid by the Seller to the Buyer  
79 within ten days after the date of delivery of the Goods to the Buyer.

**Deformation:** A monthly charge of £1.25 per centum premium, which applies to an amount equal to one-half (1/2) of one percentum deformation, depending on the premium paid.

period to 10 yrs, due date the annual multiple measure premium, in order to provide each holder with funds to pay such premiums to the Secretary of Housing and Urban Development pursuant to the National Housing Act as provided, and multiple measure premiums, or

the maximum amount and the most rapid increase in the number of cases, and the highest death rate, occurred between the first and second week of January, 1918.

Third, together with the above, the following sum will pay to the Mortgagor, on the first day of each month until terms of the note secured hereby, the following sum:

that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to propa-

AND the said Mortgagor further covenants and agrees as follows:

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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 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 encumbrance 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 Mortgagee 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.

*Bruce Bernard Bowman* [SEAL] *Maria Anne Bowman* [SEAL]  
BRUCE BERNARD BOWMAN MARIA ANNE BOWMAN  
[SEAL] [SEAL]

STATE OF ILLINOIS

COUNTY OF *Cook*

s.s.

I, THE UNDERSIGNED  
aforesaid, Do Hereby Certify That  
and **MARIA ANNE BOWMAN**  
person whose name ARE  
person and acknowledged that **THEY**  
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right  
of homestead.

, a notary public, in and for the county and State  
**BRUCE BERNARD BOWMAN**, his wife, personally known to me to be the same  
subscribed to the foregoing instrument, appeared before me this day in  
signed, sealed, and delivered the said instrument as **THEIR**  
GIVEN under my hand and Notarial Seal this 8 day November, A.D. 1985  
*J. Deasy - S. Pollock*  
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

m., and duly recorded in Book

of

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COOK COUNTY CLERK'S OFFICE

SP 26  
SIP 26

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FHA MORTGAGE

RIDER

The Rider, dated the 8TH day of NOVEMBER , 19 85 , amends the FHA MORTGAGE of even date by and between WESTAMERICA MORTGAGE COMPANY, the MORTGAGEE, and \* \_\_\_\_\_, the MORTGACOR, and \*\* \_\_\_\_\_, as follows:

1. In Paragraph \*\*\* , the sentence which reads as follows' is deleted:  
\*\*
2. Paragraph \*\*\* 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, Bruce Bernard Bowman & Maria Anne Bowman has set his hand and seal the day and year first aforesaid.

Bruce Bernard Bowman (SEAL)

Maria Anne Bowman (SEAL)

Signed, sealed and delivered  
in the presence of

Bruce E. Botsky, Notary Public  
Commission Expires - 7-14-86

\*\* 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 REPAYMENT.

\*\*\* IN THE FIRST UNNUMBERED PARAGRAPH ON PAGE 2.

\* BRUCE BERNARD BOWMAN AND MARIA ANNE BOWMAN, HUSBAND & WIFE

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