VA Form \$2.00 (Home Loan) Flox. Atg. 1981, Use Optional, Section 1810, Title 38, U.S.C. Acceptable to Federal National Murigage Association

UNOFFICIAL COPY

ILLINOIS

LOAN #00025257(0095) LH 561595

86411349

MORTGAGE

THIS INDENTURE, made this 8Th

ARTHUR NATHANIEL CRASWELL JR. AND YVONNE CRASWELL , HUSBAND AND WIFE

day NE. INL. S

SEPTEMBER
INL. INL.

1986 , between

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION

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

WITNESSETH: That whoreas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and deligered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of

SEVENTY SIX CHOUSAND EIGHT HUNDRED AND 00/100

Dollars (\$ 76,800.00

) payable with interest at the rate of NINE AND ONE-HALF

per centum (

9.50 %) per annum on the unpaid balance until paid, and made payable to the

DEPT-01 RECURDING

order of the Mortgagee at its office in

7900 EAST UNION AVENUE, SUITE 500 4211 # IN

1#4444 TRAN 0239 09/12/86 12:05:00 0#4211 # ▶ → 다음:~는건그리다?

DEN /ER, CO 80237

COOK COUNTY RECORDER . or at such

other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of

SIX HUNDRED FORTY FIVE AND 78/100

(\$ 645.78) beginning on the first day of NOVEMBER 1986 , and continuing on the first day of each 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 CTOBER , 2016

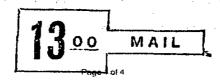
Now, Therefore, the said Mortgagor, for the better securing of the rayment of said principal sum of money and interest and the performance of the covenants and agreements herein contained does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 1 AND THE NORTH 10 FEET OF LOT 2 IN BLOCK 5 IN O. RUETER AND COMPANY'S RICHTON PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 35, TOWN HIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

31-35-105-045. FA. 22404. Ridgeway Richton Palk, 16 600 6411349

\$13.25

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;



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secnied verepy Luiless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, days after the due date thereof to cover the extra expense involved in handing delinquent payments, but such will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) cate of the next payment, constitute an event of default under this Mortgage. At the Mortgages option, Mortgagor Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due

etion biss edi to lagioning edi to nollastinoma (III) (ii) jurglest on the note secured hereby; and the time the control of the control

(i) ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums; hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable to the note secured sinemeseses bis (sexe) (aminimal fenta) takes sinemises sinemises (ago) takin niew

such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee nertw east of rotton on enter estable of entrom to redmin entry to believe to the date when on the mortgaged property (all as estimated by the Mortgagee, and of which the hour is notified) less all end trensition and other hazard insurance covering the mortigaged property, plus to see secretaring the second (a) A sum equal to the ground rents, if any, next due, plus the premiums that wit next become due and payable on

the first day of each month until the said note is fully paid, the following sums: secured hereby the Mortgagor will pay to the Mortgagee as Trustee under the terms of the hortgagor will pay to the Mortgagee as Trustee under the terms of the hortgagor will pay to the Mortgagee as Trustee under the terms of the Mortgagor will pay to the Mortgage as Trustee under the terms of the terms of the Mortgagor will pay to the Mortgage as Trustee under the terms of the Together with, and in addition to, the monthly payments of principal and intare st payable under the terms of the note

next following installment due date or thirty days after such prepayment, wh chever is earlier credited on the date received. Partial prepayment, other than on an installn ent due date need not be credited until the less than the amount of one installment, or one hundred dollars (\$10.00), whichever is less. Prepayment in full shall be Privilege is reserved to prepay at any time, without premium or the entire indebtedness or any part thereof not

AND THE SEIG MOTIGEROUT TOTAL CONGRUES and agrees as folk ws:

sale or forfeiture of the said premises or any part thereof to salisfy the same. of competent Jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the noo a mily (i) good (aith contac ann a cann upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required not shall it have in right to pay, discharge; or remove any tax; assessment, or tax lien

demaind by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the riple first described above. Failing to agree on the maturity, the whole of the sum or sums or aums or atterned by due, and payable thirty (30) days after be payable in approximately equal in minly payments for such period as may be agreed upon by the creditor and debtor. above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described ses, for taxes or assessments ayainst the same and for any other purpose authorized hereinder. Said note or notes shall or sums advanced by the Lightegee for the allegation, modernization, improvement, maintenance, or repair of said prentizing Upon the request o 11% Mortgagee the Mortgagor shall execute, and deliver a supplemental note or notes for the summ

sale of the mortgaged a viewise in not otherwise paid by the Mortgagor. for in the principal in debtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the expended shall be come so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided mortgaged as may reasonably be deemed necessary for the proper preservation thereof, any moneys so paid or pay such taxes, assessments, and insurance premiums; when due, and make such repairs to the property herein other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mongagee may In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrances.

or types of hazard insurance, and in such amounts, as may be required by the Mortgagee. be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type 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 note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinaffer provided, until said impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of to keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may

AND THE SAID MORTGAGOR COVERANTS and agrees:

hereby expressly release and walve.

by wirtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and To HAVE AND 13 HOLD the above described premises, with the appurienances and fixtures, unto the said Mortgagee,

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deliciency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. 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 as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (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 as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

As Additional Security for the payment of the indebtedness aloresaid Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCLPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenue, or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL Continuously maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals 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 event of loss Mortgagor will give immediate notice by mail to he Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness sicciled hereby, all right, title and interest of the Mortgagor in and to any Insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly parment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement hereir, stipulated, then the whole or said principal sum remaining unpaid together with accrued interest thereon, shall, at the excion of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole or 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 application for a receiver, 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, appoint a receiver for the benefit of the Mortgagee, with power to collect 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, cosis, taxes, insurance, and other items necessary for the protection and preservation of the property.

In Case of Forectosure of this mortgage by said Mortgagee in any court of law or equit, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for 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 cost 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.

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 sult or suits, advertising, sale, and conveyance, including reasonable 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 any purposes authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, 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; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

DVTOS HIFTS IT 60426 428 SEPIE 4B3R MESTAMERICA MORTGAGE COMPANY GIVEN under my hand en Motarial Seal this This instrument was prepared by: purposes therein set forth, including the release and waiver of the right of home area free and voluntary act for the uses and sections and delivered the said instrument as the graph this day in person and acknowledged sind to the large and seeled and delivered the said instrument as th se inemuitani biss ont berevileb bas belises bengis (s) his/kgr spouse, persone in known to me to be the same person whose Yvonne Crosell, Arthur Mathaniel Croswell, Jr. Certifity That , a notary public, in and for the county and State aforesaid, Do Hereby THE ONDERSIGNED COUNTY OF COOK व्यवस्थितस्य स्थानीकः स्थानितः । इत्यास्य विश्वने । अस्य स्थानितः । अस्य स्थानितः । STATE OF ILLINOIS · 电影响 计算法编辑 电线 INVEST [SEVI Witness the nand and seal of the Mortgagor, the day and year first written. or any transferee thereof whether by operation of law or otherwise. the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include THE COVENANTS HERRIN CONTRINED shall bind, and the benefits and advantages shall inure, to the respective heirs, with said Title of Regulations are hereby amended to conform thereto. hereto/and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent Regulations issued thereunder and in effect on the date hereof shall govern the rights; duties and liabilities of the parties the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and manner, the original liability of the Mortgagor. hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt The lien of this instrument shall remain in full force and effect during any postponement of extension of the time of satisfaction by Mortgagee. neighby walves the benefits of all statutes or laws which require the earlier execution or delivery of such release or thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within

Mohagagor shall pay said note at the time and in in anner atoresaid and shall abide by with and in the holy

THE UNDERSIGNED.

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