

# UNOFFICIAL COPY

R  
State of Illinois

## Mortgage

FED CASE NO.

131:43140006-244 -

LOAN #00013040 (0093)

This Indenture, Made this 3RD day of OCTOBER , 19 86 between  
**ROBIN L. TAYLOR**  
**ARLENE S. TAYLOR , HUSBAND AND WIFE**

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION  
a corporation organized and existing under the laws of THE STATE OF COLORADO  
Mortgagee.

86479673

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

**FIFTY NINE THOUSAND FIVE HUNDRED AND 00/100**

**( \$ 59,500.00 )** Dollars  
payable with interest at the rate of **TEN** per centum ( **10.00 %** )  
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, SUITE 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 **SIX HUNDRED THIRTY NINE AND 39/100** Dollars (\$ **639.39** ) on the first day of **DECEMBER**, 19 86 and a like sum of 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 **NOVEMBER**, 20 01

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 1987 IN ELK GROVE VILLAGE SECTION 6, BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1959 AS DOCUMENT NUMBER 17,429,393, IN COOK COUNTY, ILLINOIS.**

PROPERTY ADDRESS: **935 CARSWELL**  
**ELK GROVE VILLAGE, IL. 60007**

TAX ID NUMBER: **08-33-213-005** **W.S**

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 Mortgagor in such forms of insurance, and in such amounts, as may be required by the Mortgagor.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

# **UNOFFICIAL COPY**

That he will keep the improvements now existing or hereafter erected on the mortgaged property, measured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagor and will pay promptly, when due, any premiums on such insurance provided for payment of which has not been made before.

And as additional security for the payment of the indebtedness  
arrested the Mortgagor does hereby assign to the Mortgagor all  
the rents, issues, and profits now due or which may hereafter  
become due for the use of the premises hereinabove described.

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 (4¢) for each dollar (\$1) for each day more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

(iii) interest on the note secured hereby;  
(iv) amortization of the principal of the said note; and  
(v) late charges.

(i) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium). As the case may be;

(ii) Ground rents, if any, rates, special assessments, fire, auto, office hazard insurance premiums;

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 Mortgagor to the following items in the order set forth:

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will become due and payable on policies of fire and other hazard insurances covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagor) less all sums already paid thereto divided by the number of months to elapse before one more than prior to the date when such ground rents, premiums, taxes and assessments will become due, such sums to be held by the mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note of this instrument.

That privilege is reserved to pay the debt in whole, or in part,  
on any instalment due date.  
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:

II is expressly provided, however, (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be regulated 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 improve- ments 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, assess- ment, or lien so contested, & in the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further certifies and agrees as follows:

In case of the refusal of mortgagee to make such payments, or to satisfy any prior lien or encumbrance other than taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor 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 monies so paid or expended shall become so much added to the principal indebtedness, accrued by this mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise provided by this Mortgagee.

# UNOFFICIAL COPY

All insurance shall be carried in companies approved by the 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 the 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 secured 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.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within THIRTY days from the date hereof written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the THIRTIETH days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 stenographer's 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 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.

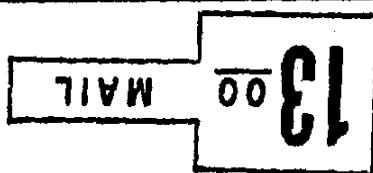
If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute 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.

# UNOFFICIAL COPY

• Illinois 100



RETURN TO: WESTMERIC MORTGAGE COMPANY  
P. O. Box 5067 DEPT. 22  
ENGLEWOOD, CO 80135

PREPARED BY: SCHAUERBURG

Cook County Recorder  
#5180 # 17 # - 15 - 17 7473  
T#4944 TRAIN Q27 10/16/86 09:28:00  
DEPT-A1 RECORDING 413.25

Cook County Recorder

Doc. No. 3-8-89  
Filed for Record in the Recorder's Office of  
County, Illinois, on the 2d of A.D. 19

*John D. & Barbara Schauerburg*  
Notary Public  
County Clerk

Given under my hand and Notarial Seal this

1st day of December, 1986, free and voluntary act for the uses and purposes  
herein set forth, including the release and waiver of the right of homestead.

I, *John D. & Barbara Schauerburg*, a person whose name is *John D. Schauerburg*,  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that *John D. & Barbara Schauerburg* delivered, and delivered the said instrument as  
free and voluntary act for the uses and purposes hereinafter set forth, including the release and waiver of the right of homestead.

I, *John D. & Barbara Schauerburg*, a Notary Public, in and for the County and State  
aforesaid, do hereby certify that *John D. & Barbara Schauerburg*

State of Illinois

County of DuPage

(SEAL)

(SEAL)

(SEAL)

ARLENE S. TAYLOR

ROBIN L. TAYLOR

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