

# UNOFFICIAL COPY

LOAN # 00007425 (0095)

PREPARED BY: AND RETURN TO:

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  
Housing Act.

THIS INDENTURE, Made this 27TH day of FEBRUARY 86088059 between  
KIM A. BOKOWY, A MARRIED WOMAN NOT JOINED HERETO BY HER HUSBAND & CHESTER J. BOKOWY, A WIDOWER, MARRIED TO PAUL J. BOKOWY\*\*, MORTGAGOR, and WIDOWER WESTAMERICA MORTGAGE COMPANY

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

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 SIXTY ONE THOUSAND ONE HUNDRED AND 00/100

Dollars (\$ 61,100.00 )

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, 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 FIVE HUNDRED EIGHTY ONE AND 87/100 Dollars (\$ 581.87 ) on the first day of APRIL , 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 MARCH 2016

\*\*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:

THE WEST 1/2 OF THAT PART OF LOT 8 LYING WEST OF THE EAST 33 FEET OF LOT 8 (EXCEPT THE NORTH 37 FEET THEREOF AND

EXCEPT THE SOUTH 30 FEET THEREOF) IN BLOCK 4 IN ROBERTSON AND YOUNG'S SECOND ADDITION TO MORGAN PARK, A SUBDIVISION OF PART OF THE SOUTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

24-23-216-086 TP

\*\*PAUL J. BOKOWY HAS EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF PERFECTING THE WAIVER OF HOMESTEAD RIGHTS OF HIS SPOUSE, KIM A. BOKOWY.

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 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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**IN THE EVENT** of default in making any monthly payment provided for herein and in the note secured here-by 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, at the election of the Mortgagee, without notice, become immediately due and payable.

**THE MORTGAGOR FURTHER AGREES** that should this mortgage be foreclosed for non-payment within 30 DAYS from the date secured hereby not be eligible for insurance under the National Housing Act within 30 DAYS.

In force shall pass to the purchaser or grantee.

**THAT WE WILL KEEP THE IMPROVEMENTS** now existing at heretofore recorded on time to come by the Mortgagee against periods as may be required by the Corporation and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Corporation for payment of which has not been made hereinafore.

AN, AS ADDITIONAL SECURITY for the payment of the debts, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

lect a "late charge" up to exceed four cents (4¢) for each dollar (§1) of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

Any deficiency in the amount of any such **REBATE** 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 Mortgagor prior

(11) Right to receive information in writing, in plain English, from the responsible party, including the results of any assessments, tests, and other hazard insulation procedures;

(C) gradually changes in the type of work performed by the employee because of increasing experience, as the employee may begin to take on more responsibility and greater responsibility, or

All payments mentioned in the two preceding subsections of this paragraph and all payments made under the lease, and special assessments, and

on the marketplace before one month to the date when the offer was first made by the seller, unless such third persons, factors and other debtors of the seller, have been paid in full.

(1) Developments in the market for long-term care services and their instruments must be made by the relevant government and regional authorities.

or other standard housing, such as dormitories, dormitory suites, or single room occupancy units, in order to provide such border states funds to cover to its due date the annual mortgage interest expense of housing and other development projects in the second business year as provided, and applicable requirements of the Secretary of Housing and Urban Development under the National Housing Act.

in this instrument and the note received before us, we have no doubt that the author of this article is a member of a notorious gang of pirates.

the said note is fully paid, the following sum: \$                , to the                 , the Noteholder, or to his assigns, for payment of principal and interest, and for payment of all costs and expenses of collection, including attorney's fees.

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

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 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.

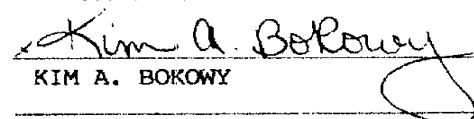
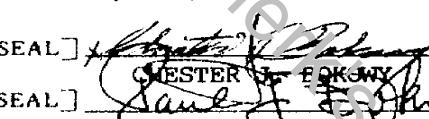
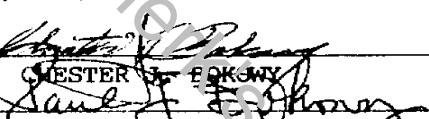
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary 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.

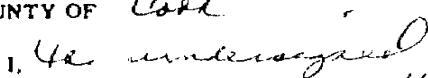
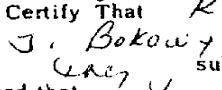
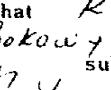
THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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

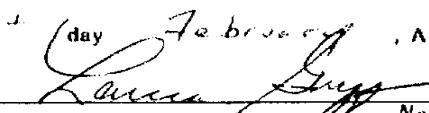
 [SEAL]  [SEAL]  
KIM A. BOKOWY CHESTER J. BOKOWY  
[SEAL]  [SEAL]  
PAUL J. BOKOWY\*\*

STATE OF ILLINOIS

COUNTY OF Cook

I,  a notary public, in and for the county and State aforesaid, Do Hereby Certify That K. M. A. Bokowy married to Paul J. Bokowy and Chester J. Bokowy, A.W. downe his wife, personally known to me to be the same person whose name  subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  signed, sealed, and delivered the said instrument as 

GIVEN under my hand and Notarial Seal this

27<sup>th</sup> day of February, A. D. 1982  
  
Laureen Gruy  
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

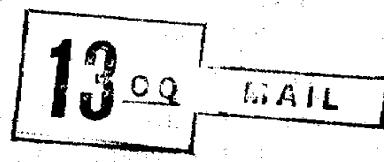
m., and duly recorded in Book

of

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