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VA FORM 26.6310 (Home Loan)
Rev. August 1981. (Use Optional)
Section 1810, Title 38, U.S.C.
Acceptable to
Federal National Mortgage Association

ILLINOIS

MORTGAGE

THIS INDENTURE, made this 28TH day of MARCH 19 86, between

JAMES C. PETERSON AND EVELYN S. PETERSON, 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 executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SEVENTY SIX THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$ 76,400.00) 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 order of the Mortgagee at its office in DENVER, COLORADO, 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 TWO AND 41/100 Dollars (\$ 642.41) beginning on the first day of MAY, 19 86 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 APRIL, 2016.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment 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 6 IN LAKE VIEW MANOR, BEING A SUBDIVISION OF THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP
36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2972 173RD PLACE
LANSING, ILLINOIS 60438

PTIN: 30-30-215-057

13.00

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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;

STATE OF ILLINOIS

Mortgage

TO
Box 327

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois,

day of

in the

o'clock m.,

A.D. 19 , at

and duly recorded in Book

, page

Clerk

ENGLEWOOD, CO 80155
DEPT. 22

P.O. BOX 5067

WESTAMERICA MORTGAGE COMPANY

KARL N. FARDIG

This instrument was prepared by:

GIVEN under my hand and Notarial Seal this 28th

uses and purposes therein set forth, including the release and waiver of the right of homestead.

name signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the

EVELYN S. PETERSON subscribed to the foregoing instrument before me this day in person and acknowledged

, his/her spouse, personally known to me to be the same person whose

and Certify That JAMES C. PETERSON

, a notary public, in and for the county and State aforesaid, Do Hereby

I, THE UNDERSIGNED

COUNTY OF COOK

STATE OF ILLINOIS

ss:

[SEAL] JAMES C. PETERSON [SEAL] EVELYN S. PETERSON [SEAL]

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

payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

singular number shall include the plural, the singular, and the term "Mortgagee" shall include any

five heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the

The COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respec-

said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with

Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such

operate to release, in any manner, the original liability of the Mortgagor.

the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of

The lien of this instrument shall remain in full force and effect during any postponement or extension of

execution or delivery of such release or satisfaction by Mortgagee.

tion of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier

and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with

overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The

indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the

indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the

any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal

and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for

veyance, including reasonable attorneys' fees, outlays for documentary evidence

sale made in pursuance of any such decree; (1) All the costs of such suit or suits, advertising, sale, and con-

There SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any

become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

ings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall

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- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. interest on the note secured hereby; and
- III. amortization of the principal of the said note.

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

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 the 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 deficiency. 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 under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the 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, EXCEPT 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, revenues 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 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, 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.

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 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 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.

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 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 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 proceed-

AND SALT MORTGAGOR covenants and agrees:

may be required by the Mortgage

Mortgage.

In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

which is earlier.

as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

rents, premiums, taxes and assessments.

rents, premiums, taxes and assessments.