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

become due for the use of the premises hereinabove described. the tents, issues, and profits now dincior which may hereafter aforesaid the Mortgagor, does hejeby assign to the Mortgagee all And as additional security for the payment of the indebtedness

been made under subsection (a) of the preceding paragraph. note and shall properly adjust any payments which shall have against the amount of principal then remaining unpaid under said under subsection (b) of the preceding per-graph as a credit acquired, the balance then remaining in the funds accumulated ment of such proceedings of at the time the property is otherwise default, the Mottgagee shall apply at the time of the commencehereby, or if the Mortgagee accurry, the property otherwise after of this mortgage tesulting in a jublic sale of the premises covered paragraph. It there shall be a default under any of the provisions completed under the privileons of subsection (b) of the preceding Development, and any belance tempining in the funds acbecome obligated to pay to the Secretary of Housing and Orban ton and organization and doubt hat goings goings by the Mortgagge base not the Mort ago all payments made under the provisions of subsecputing the amount of such indebtedness, credit to the account of debted less represented thereby, the Mortgagee shall, in com-

er the note secured hereby, full payment of the entire inebils tender to the Mortgagee, in accordance with the provisions insurance premiums shall be due. If at any time the Mortgagor date when payment of such ground reuts, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagot shall pay to the Mortgages any breminus, as the ease may be, when the same shall become due to bay ground tents, taxes, and assessments, or insurance supsection (b) of the preceding paragraph shall not be sufficient

however, the monthly payments made by the Mortgagor under made by the Mortgagot, or refunded to the Mortgagot. It, of the Mortgagor, shall be credited on subsequent payments to be the case may be, such excess, if the loan is current, at the option Reonity (ents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgagee for supsection (b) of the preceding paragraph shall exceed the If the total of the payments made by the Mottgagor under

espense involved in handling delinquent payments. ment more than fifteen (15) days in attents, to cover the extra not to exceed tour cents (49) for each dollar (\$1) for each payunder this mortuage. The Mortgagee may collect a "fale charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

- (V) late charges.
- (VI) amortivation of the principal of the said note; and
 - (III) interest on the note secured beteby:

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- (II) ground rems, if any, taxes, special assessments, fire, and
- charge (in ficu of mortgage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly
- (f) premium charges under the contract of memance with the

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m strone animalist of appropriate Markager to the tollowing across in thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

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

special assessments; and

Mortgagee in trust to pay said ground rents, premiums, taxes and and assessments will become delinquent, such sums to be held by month prior to the date when such ground rents, premiums, taxes therefor divided by the number of months to elapse before one erty (all as estimated by the Mortgagee) less all sums already paid erty, plus taxes and assessments next due on the mortgaged propof fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies (b) A sum equal to the ground rents, if any, next due, plus

delinquencies or prepayments; balance due on the note computed without taking into account (1/12) of one-half (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth

ment, a monthly charge (in lieu of a mortgage insurance ment are held by the Secretary of Housing and Urban Develop-(II) If and so long as said note of even date and this instru-

Act, as amended, and applicable Regulations thereunder; or ing and Urban Development pursuant to the Mational Housing holder with funds to pay such premium to the Secretary of Housnual mortgage insurance premium, in order to provide such hands of the holder one (1) month prior to its due date the antional Housing Act, an amount sufficient to accumulate in the finent are insured or are reinsured under the provisions of the Ma--uttent sidt bing ale note of even date and this mustin-

by the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held ment and the note secured hereby are insured, or a monthly funds to pay the next mortgage insurance premium it this instru-(a) An amount sufficient to provide the holder hereof with

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first day of each month until the said note is fully paid, the secured hereby, the Morigagor will pay to the Morigagee on the of principal and interest payable under the terms of the note That, together with, and in addition to, the monthly payments

on any installment due date. That privilege is reserved to pay the debits whole, or in part,

(SMO][O]

And the said Mortgagor further covenants and agrees as

premises or any part the cof to satisfy the same. which shall operate to prevent the collection of the tax, assessment, or lien so contexed and the sale or forfeiture of the said legal proceedings arealish in a court of competent jurisdiction, faith, contest the same or the validity thereof by appropriate ments situated the cont, so long as the Mortgagor shall, in good premises described herein or any part thereof or the improveor remove any tax, assessment, or tax fien upon or against the shall not be required nor shall it have the right to pay, discharge, mortgage to the contrary notwithstanding), that the Mortgagee It is expressly provided, however (all other provisions of this

paid by the Montagor. proceeds of the sale of the mortgaged premises, if not otherwise tional indebtedness, secured by this mortgage, to be paid out of any moneys so paid or expended shall become so much addiit tildy deem necessity for the proper preservation thereof, and such repairs to the property herein mortgaged as in its discretion assessments, and insurance premiums, when due, and may make said tremises in good repair, the Mortgages may pay such taxes, thing that the familian descendingly in a this printer, in its kerts such payments, or to earlefy any prior lien or incumbrance other in case of the refusal or negleut of the Morigagor to make

131:4522486-703

This Indenture, Made this

OCTOBER day of

86between

JOHN F. OCHAL, A BACHELOR

OLGA L. KOWAL, DIVORCED AND NEVER SINCE REMARRIED

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION 87240465

THE STATE OF COLORADO a corporation organized and existing under the laws of 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 SIXTY SIX THOUSAND THREE HUNDRED FIFTY FIVE AND NO/100-

66,355.00

NINE AND ONE HALF

per centum (

Dollars Ca 9.50

payable with interest at the late of per annum on the unpaid bais ice until paid, and made payable to the order of the Mortgagee at its office in

7900 EAST UNION AVENUE

SUITE 500

DENVIR COLORADO 80237

or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly SIX HUNDRED NINETY TWO AND 90/100---- - --- ---Dollars (\$

on the first day of DECEMBER , 19 36 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

2001 NOVEMBER , 20

Now, therefore, the said Mortgagor, for the better seeding of the payment of the said principal sum of money and interest and the performance of the covenents 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 and the State of Illinois, to wit:

THE NORTH 1/2 OF LOT 27 IN VOLK BROTHER'S THIRD ADDITION TO CHICAGO HOME GARDENS* SUBDIVISION TOF THE SOUTH 1/12 OF SECTION 26, TOWNSHIP 40 NORTH, GARDENS* SUBDIVISION TOF THE SOUTH A/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PADICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

** 60 FEET

*BEING A

*IN THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST FRACTIONAL 1/4

6-C-0 1900-26-470-011

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 als fel 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 virture 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.

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.

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Page 1 of 4

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TAN IN THE

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

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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 Mort-· gagee, 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 rarchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain or sequired 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 Mortgager to the Mortgage 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 mortgag, and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY days from the date hereoft 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 SIXTIETH 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 Mortgager 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' tees 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 mortgate 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 here'ry from the time such advances are
made; (3) all the accrued oncreat remaining unpaid on the indebtedness hereby s cured; (4, all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any,
shall then be paid to the Mortgager.

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 the conveyance shall be null and void and Mortgagee will, within thire, (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.

Page 2, the penultimate paragraph is amended to add the following sentence:

under the National Housing Act is due to the Mortgagee's failure to remit the mortgage This option may not be exercised by the Mortgagee when the ineligibility for insurance

Dated as of the date of the mortgage referred to herein.

JOHN E

Property of Coot County Clert's Office S96054 U # 9806# 141111 TERN 4882 98/89/87 13:97:09 DEPT-91 RECORDING

COOK COUNTY RECORDER

\$12.52

совк солиту несомрем 142222 1844 2122 11/59/89 15:55:00 ·

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10/85)

This rider attached to and made part of the Mortgage between JOHN F. OCHAL

OLGA L. KOWAL

, Mortgagor, and

Mortgagee,

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION

dated. OCTOBER 21, 1996

revises said Mortgage as follows:

1. Page 2, the second covene it of the Mortgagor is amended to read:

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:

- (a) A sum equal to the ground rents, if any, first due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided to the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the riggregate 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:
 - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

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 payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding parrigraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, or shall be riedlited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, rates, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. 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 shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (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 shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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