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FILE CASE #131:4238339-244

DOAN # 300040899

PREPARED BY: RETURN TO:
SANDY TRIMBLEWESTAMERICA 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 JANUARY , 1986 between
WILLIAM P. SMITH AND JANICE J. SMITH , HUSBAND AND WIFE , Mortgagor, andWESTAMERICA 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 bearing even date herewith, in the principal sum of
THIRTY FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$ 34,400.00)

payable with interest at the rate of ** per centum (9.50 %) per annum on the unpaid bal-
ance until paid, and made payable to the order of the Mortgagee at its office in 7900 EAST UNION AVENUE,
STE 500, DIAVIL, CO 80237 , or at such other place as the holder may designate in writing, and deliver-
ed, the said principal and interest being payable in monthly installments of TWO HUNDRED EIGHTY NINE AND
25/100 Dollars (\$ 289.25) on the first day
of MARCH . 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 FEBRUARY 2016
**NINE AND ONE-HALF

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 pres-
ents 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 13 IN INDIAN HILL SUBDIVISION UNIT NO. 8, BEING A
SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF

SECTION 30, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED
IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,
ILLINOIS, ON FEBRUARY 25, 1970, AS DOCUMENT NUMBER 2492988,
IN COOK COUNTY, ILLINOIS.

TAX NO. 33-30-304-013

PROPERTY ADDRESS: 22209 BROOKWOOD DRIVE
SAUK VILLAGE, IL. 60411

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, etc., 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 Mort-
gagor 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 here-
inafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said prem-
ises, 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 in-
debtance 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, assess-
ment, 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 DEATH IN MARRIAGE MY MORTGAGE PAYMENT PROVIDED FOR DEATH OR IN CARE OF A BEQUEST TOGETHER WITH OTHER COVENANTS OF MY MORTGAGE, WHICH SHALL, AT THE ELECTION OF THE MORTGAGOR, WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE.

THE NATIONAL RUSTICAGERS FURNITURE AND MFG. CO., INC.,
a public company under the National Housing Act within 30 DAYS
from the date hereof will file with the Secretary of the
Department of any officer of the Department of Housing and Urban Development or
any officer of any office of the Federal Home Loan Bank Board, at its
convenience, a detailed statement of its assets and liabilities,
including all its debts, obligations and contingent liabilities,
and the nature and amount of its capital stock and surplus.
The statement shall be signed by the President, Vice-President,
Treasurer and Secretary, or their duly authorized
representatives, and shall be accompanied by a certificate
of the accuracy of the same, which certificate shall be
signed by the President, Vice-President, Treasurer and
Secretary, or their duly authorized representatives.

THAT it is the pleasure, of any part thereof, be condemned under any power of eminent domain, or acquired for public use, upon this Note, and the cancellation for such acquisition, to the extent of the full amount

All insurance shall be carried by the mortgagor and have attached thereto loss payable clauses in favor of and in form hereinafter described by the mortgagor approved by the Commissioner of such insurance to paymen

TITLE THE WILL KEEF THE IMPROVEMENTS NOW EXISTING OR HEREAFTER MADE ON THE MOTORRAIL PROPERLY, INCLUDING CERTAIN AMOUNTS AND FOR EACH PERIOD AS MAY BE REQUIRED BY THE LAW AND OTHER FACTORS, AND CERTAIN AMOUNTS AND FOR EACH PERIOD OF WHICH THIS HAS BEEN MADE HEREFOLLOE.

to cover the entire scenario involved in building distinguishable patterns.

(IV) amount carried out the principal of the said note
(V) interest on the note received thereby, and

population of older and older people has increased dramatically, and such sums as he holds, moreover, are to be held in trust for the sole use and benefit of the aged persons whom he supports.

(1) It is hard to find a standard of even date and this instrument is probably the best we have at the present time.

(d) and to keep a record of each date and place when any instrument or document under the power of attorney is delivered.

AN ANNUAL BUDGET IS PREPARED BY THE BUDGET COMMITTEE WITH DUE CARE TO PREDICT THE BUDGETARY POSITION OF THE UNIVERSITY FOR THE COMING YEAR.

Third, together with, and in addition to, the monthly payments of principal and interest payable under the Note, the Noteholder will, and in addition thereto, pay to the Mortgagor all fees to the Mortgagor, on the first day of each month until

Stallings is pleased to say his diet, in addition to exercise, has helped him lose weight and improve his overall health.

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

AND the said MORTGAGEE 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 each 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 proceeding, 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.

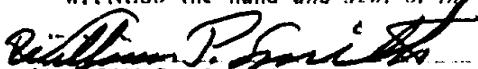
AND THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary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


WILLIAM P. SMITH

[SEAL]


JANICE J. SMITH

[SEAL]

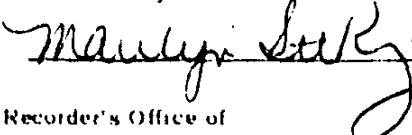
STATE OF ILLINOIS

COUNTY OF Cook

s.s.

I, the undersigned Notary Public, in and for the County and State aforesaid, Do hereby Certify That William P. Smith and Janice J. Smith , his wife, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 27th day January , A. D. 19 86.


Marilyn St. R.
Notary Public

DOC. NO.

Filed for Record in the Recorder's Office of

at

o'clock

m., and duly recorded in Book

of

A.D. 19

Page

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12/9/46
IN DUPLICATE

3493008

3493008

Submitted by 3493008
Address 186
Folio 1
Page 1

JAN 29 3 25 PM '86
REGISTRAR OF TITLES
CHICAGO, IL.

Notified ✓

Safeco

SAFECO TITLE INSURANCE CO.
2 N. LA SALLE ST.
SUITE 1700
CHICAGO, IL. 60602

• M/T 19491 / mclsp

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