ILLINOIS

LOAN 400021182(0093) LH 556-854

MORTGAGE

THIS INDENTIURE, made this

6TH

day of

AUGUST

19 86

, between

GEORGE

A. BROWN , A SINGLE MAN , NEVER HAVING BEEN MARRIED , A BACHELOR

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION

a corporation organized and existing under the laws of

THE STATE OF COLORADO

Mortgagea.

WITNESSETH The Cybereas 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

SEVENTY FUR THOUSAND SEVEN HUNDRED FORTY AND 00/100

Dollars (\$

74,740.00

) 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

79JU EAST UNION AVENUE, SUITE 500 DINVER, CO 80237

or at such

other place as the holder may designate in writing, and dollvered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of

SIX HUNDRED TWENTY EIGHT AND 45/100

628.45) beginning on the first day of

OCTOBER

Dollars

. 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

SEPTEMBER

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 Morroage and WARRANT unto the Mortgagee, its successors or assigns, the following described that estate situate, lying, and being in the county of and the State of Illinois, to wit:

THE NORTHEASTERLY 19.42 FEET OF THE SOUTHWESTERLY 59.17
FEET OF LOT TWENTY TWO (22) AND THE NORTHWESTERLY 9.50
FEET OF LOT TWENTY TWO (22) AND THE NORTHWESTERLY 9.50
ON THE SOUTHEASTERLY LINE THEREOF, OF THE NORTHE STURLY
TWENTY (20) FEET, AS MEASURED AT RIGHT ANGLES TO THE
NORTHEASTERLY LINE THEREOF OF LOT TWENTY TWO (22), IN LOCK
SIXTY-SEVEN (67) IN WILSON, S RESUBDIVISION OF BLOCKS SIXTY
(60) AND SIXTY SEVEN (67) AS PLATTED AND SUBDIVIDED BY
NORWOOD LAND AND BUILDING ASSOCIATION, AND BEING A
SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 40 NORTH, RANCE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTH TALF
(1/2) OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN.
62.65 B. NORTHWEST HIGHWAY, CHICAGO, ILLINOIS 60613 HIGHWAY, CHICAGO, ILLINOIS 60613

13-06-103-042 TAX NUMBER:

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;

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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 THE 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 Mortgager 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 type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

1.

In case of the returnal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance 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 may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so must additional indebtedness, secured by this mortgage, shall be a interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgager in Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgager for interaction, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as full, as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall be in interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payners for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgages shall not be required nor shall it have the right to pey, 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 this exit 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 contrated and the sale or forfeiture of the said premises or any part thereof to satisfy the name.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the er time indebtedness on any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due clate, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is estimate.

Together with, and in addition to, the monthly payments of principal and interest payment of the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe as Trustee under the terms of this trust is hereinafter stated, 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, next due, plus the premiums that will next become one and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgages, and of which the Mortgagor is notified) less all sums already paid therefor divided by 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 Mortgages in trust to pay said ground rents, premiums, taxes, and assessments.
- (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 deliciency 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 the Mortgager's option, Mortgager will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than titteen (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 Mortgagor shall pay taid for at the time and in the recover of a tresaid and analytable by, comply with and duly perform all the covenants and agreements herein, then this conveyance grail we null any void and Mortgagee will, within thirty 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.

The ilen of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of 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.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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 term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferes thereof whether by operation of law or otherwise.

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		18	D 0 / C	SEAL)					*************************************		[SEAL]
STATE COUN	OF ILLINO	IS XXXX		(a)							
purpos	y That 6 (#) sub HE signs therein a	escribed to the pred, sealed, set forth, inclu	ne foregoing ins and delivered the ding the release	his her spi strument ap a said instru	man. peared	perso d belo as H right o	neily ork of LLS of ho	kriown ne this fre meales	or to me to day in e and vo	be the sam person and luntary act	for the uses ar
WE	strument we STAMERICA DE. ADGO HAUMBURG,			day of			GUST BU	. 1986			
	STATE OF ILLINOIS	Mortgage	Q	Doc No	Filed for Record in the Recorder's Office of	County, Amois,	on the day of ,	N.D. 19 .ast o'clock m,	and duty recorded in Book in page.	To Comment of the Com	7.6.89

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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 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 provisions of 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 on said note.

As Additional Security for the payment of the Indebtedness aforesaid 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 CONTIN OUBLY 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 therefore been marie, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauser 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 puthorized 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 recluction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of toraclipsure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secure, hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchuser 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 stipplated, then the whole or 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 or said debt is declared to be due, the Mortgagee shall have the right Immediately to foreclose this mortgage, and upon the filling of any bill for that purpose, the court in which such bill is filled may at any time thereafter, either before or after sale, and without notice to the said Mortgager, or any party claiming under said Mortgager, 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 not value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a nor restead, appoint a receiver for the benefit of the Mortgagee, with power to collect 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 receivation, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, faxes, insurance, and other items necessary for the protection and preservation of the property.

In Clase of Foreclosure of this mortgage by said Mortgages 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 Mortgages shall be made a party thereto by reason of this mortgage, its cost and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgages, so much 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.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any salarinade in pursuance of any such decree; (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable 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 Mortgages, if any, for any purposes authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, 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; (5) all sums paid by the vacerais Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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Page 3 of 4

Cape 3 of 4

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