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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

30TH

THIS INDENTURE, Made this _____ day of SEPTEMBER, 1985 between JOHN M. CUSACK AND CYNTHIA A. CUSACK, HUSBAND AND WIFE, Mortgagee, and

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 SEVENTY THOUSAND AND NO/100 Dollars (\$ 70,000.00)

payable with interest at the rate of ** per centum (11.50 %) 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, TWR 3, 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 SIX HUNDRED NINETY THREE AND 20/100 Dollars (\$ 693.20) on the first day of NOVEMBER, 1985, 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 OCTOBER 2015.

**ELEVEN AND ONE-HALF, 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 SOUTH 32 FEET OF THE NORTH 40 FEET OF LOT 9 IN BLOCK 30 IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE EAST 129 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

TAX# 19-34-307-063

TOGETHER with all and singular the tenements, hereditaments, and appurtenances therunto 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, and 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 will 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 Mortgagee 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 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 in its discretion it may deem necessary for the proper preservation thereof, and any money 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, distribute, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereon, the Mortgagor shall, at the election of the Mortgagee, without notice, become immediately due and payable, 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 thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 DAYS from the date hereof (written statement of the Secretary of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagor or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

ALL insurance shall be carried in companies approved by the Mortgagee and the policy 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, the Mortgagee will give immediate notice by mail to the Mortgagee, who may make good or loss, if not promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss, directly to the Mortgagee in and to the Mortgagee and the Mortgagee 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, the Mortgagee will give immediate notice by mail to the Mortgagee, who may make good or loss, if not promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss, directly to the Mortgagee in and to the Mortgagee and the Mortgagee shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay premiums, when due, any premium on such insurance provision for payment of which has not been made heretofore.

ANAL AS ADDITIONAL SECURITY for the payment of the indebtedness hereunder the Mortgagee 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.

IF the total of the payments made by the Mortgagee under subsection 1 of the preceding paragraph 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, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or credited to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection 1 of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee 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 Mortgagee 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 Mortgagee all payments made under the provisions of subsection 1 of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection 1 of the preceding paragraph shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise sold, the balance then remaining in the funds accumulated under subsection 1 of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection 1 of the preceding paragraph.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may call for a "cash change" of not less than \$500 for 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 aggregate monthly payment shall, unless made good by the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may call for a "cash change" of not less than \$500 for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

ANAL 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 Mortgage, and without regard to the solvency or insolvency at the time of such application, for appointment of a receiver, or for an order to place Mortgagee in possession of the premises of the mortgagor or person 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 only, 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, and to the costs, charges, 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 may, at his option, may keep the said premises in good repair, pay such current or back taxes and assess, rents or profits 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 hereinafter described, and employ other persons and expend itself such amount of money as may be 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 and lawful fee shall be allowed for the solicitor's fees, and stenographers' fees of the complainant in such proceedings, 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, then the cost of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or attorneys 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 a part of the 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, and abstract of, examination of title, (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in this 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 surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay, and 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 Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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.

John M. Cusack
JOHN M. CUSACK

[SEAL]

Cynthia A. Cusack
CYNTHIA A. CUSACK

[SEAL]

[SEAL]

[SEAL]

STATE OF ILLINOIS

COUNTY OF Cook

I, THE UNDERSIGNED
aforesaid, Do Hereby Certify That
and CYNTHIA A. CUSACK
person whose name ARE
person and acknowledged that THEY
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

JOHN M. CUSACK

his wife, personally known to me to be the same
subscribed to the foregoing instrument, appeared before me this day in
signed, sealed, and delivered the said instrument as THEIR

GIVEN under my hand and Notarial Seal this

30th day of Sept. A. D. 1985
Carole L. Hoff
Notary Public

DOC NO

Filed for Record in the Recorder's Office at

County, Illinois, on the

day of

A. D. 19

at

o'clock

m., and duly recorded in Book

of

Page

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FHA MORTGAGE

RIDER

The Rider, dated the 30TH day of SEPTEMBER, 1985, amends the FHA MORTGAGE of even date by and between WESTAMERICA MORTGAGE COMPANY, the MORTGAGEE, and JOHN M. AND CYNTHIA A. CUSACK, the MORTGAGOR, and follows:

1. In Paragraph ***, the sentence which reads as follows is deleted:
**
2. Paragraph *** is amended by the addition of the following:

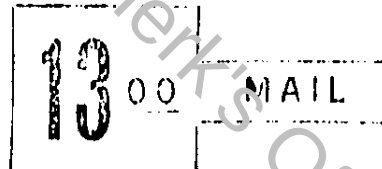
"Privilege is reserved to pay the debt, in whole or in part, on any installment due date."

85-215914

IN WITNESS WHEREOF, _____ has set his hand and seal the day and year first aforesaid.

John M. Cusack (SEAL)
Cynthia A. Cusack (SEAL)

Signed, sealed and delivered
in the presence of



** THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR IN AN AMOUNT EQUAL TO ONE OR MORE MONTHLY PAYMENTS ON THE PRINCIPAL THAT ARE NEXT DUE ON THE NOTE, ON THE FIRST DAY OF ANY MONTH PRIOR TO MATURITY; PROVIDED, HOWEVER, THAT WRITTEN NOTICE OF AN INTENTION TO EXERCISE SUCH PRIVILEGE IS GIVEN AT LEAST THIRTY (30) DAYS PRIOR TO REPAYMENT.

*** IN THE FIRST UNNUMBERED PARAGRAPH ON PAGE 2.

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