

PREPARED BY: RETURN TO
SANDY TRIMBLE
SEE ATTACHED RIDER

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WESTAMERICA MORTGAGE COMPANY
P. O. BOX 5067
DEPT. 22
ENGLEWOOD, CO. 80155

MORTGAGE

DAI # 00006400 (0097)

This form is used in connection with mortgages insured under the title insurance provisions of the National Housing Act.

THIS INDENTURE, Made this 2ND day of OCTOBER, 1985, between JOHN H. CARMICHAEL AND SHERLEY CARMICHAEL, HUSBAND AND WIFE, Mortgagee, and

WESTAMERICA MORTGAGE COMPANY, a corporation organized and existing under the laws of THE STATE OF COLORADO, Mortgagee, 85221013

WITNESSETH That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

FORTY SEVEN THOUSAND TWO HUNDRED TWENTY NINE AND 00/100 Dollars \$ 47,229.00

payable with interest at the rate of 12.00 per centum (12.00) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 7000 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

80/100 Dollars \$ 485.80 FOUR HUNDRED EIGHTY FIVE AND 80/100

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.

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5/06 5346 MP

**TWELVE NOW, THEREFORE, the said Mortgagee, 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 out to 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 33 IN BLOCK 8 IN AUBURN VILLAGES, BEING HART'S SUBDIVISION OF BLOCKS 1, 2, 7 AND 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 20-32-115-011 PROPERTY ADDRESS: 8011 SOUTH ELIZABETH CHICAGO, ILLINOIS 60620

85221013

TOGETHER with all and singular the tenements, hereditaments, and appurtenances, thereto 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, or that may be placed on, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee 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, and rights and benefits, the said Mortgagee does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep and preserve in good repair, and not to do, or permit to be done, upon said premises, anything that may reduce the value thereof, or of the security intended to be effected by virtue of this instrument, and to cause any kind of machinery, gear, or material, men to attach to said premises, to pay to the Mortgagee, in any matter provided, until and unless fully paid, the amount of any such tax and assessment, and also any other property, 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 existence of the premises, as a condition 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 form of insurance, and in such amount, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any such 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 or cause to be paid, and in its discretion, when due, and cause to be made, such repairs to the property herein mortgaged as in its judgment may be necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, as set and by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise provided by the Mortgagee.

If it is expressly provided, however, all other provisions of this mortgage to the contrary notwithstanding, that the Mortgagee shall not be required to, shall it have the right to pay, discharge, or release any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement created thereon, as long as the Mortgagee 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 valid payment 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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RIDER TO STATE OF ILLINOIS
MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between **JOHN H. CARMICHAEL AND SHIRLEY CARMICHAEL**, Mortgagor, and **WESTAMERICA** Mortgagee, dated **10/ 2/85** revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgage 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, next 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 *theretofore* 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 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 aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee 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 (4c) 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 paragraph shall exceed the amount of the payments actually made by the Mortgagor 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 Mortgagee, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under said section (a) 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 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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2. Page 2, the penultimate paragraph is amended to add the following sentence:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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

85-221013



John H. Carmicle
MORTGAGEE JOHN H. CARMICLE

Shirley Carmicle
MORTGAGEE SHIRLEY CARMICLE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
TELEPHONE 312-742-2000