SEE ATTACHED

westamerica mortbase company P. O. BOX 5007

DEPT. 22 ENGLEWOCO, CO. 80155 2

martgages insured under the one to four family provisions of the first ones Housing Act

THIS INDEPTURE, Made this 21ST

OCTOBER day of

. 19 85 between

DONALD R. HUMPHREY AND MICHELLE M. HUMPHREY , HUSBAND AND WIFE

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY

тне этате се соми 5-249542 corporation organized and existing under the laws of Mortgagge

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

FORTY ONE THOUSAND ONE HUNDRED FIFTY SIX AND 00/100

Doilars (\$

payable with interest at the rate of ** per centum (12.50 %) per acount on the unpaid balance until pild and made payable to the order of the Mortgagee at its office in 7000 FAST INVON AVENIE 7900 EAST UNION AVENUE, TWR 3, SEE 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 POUR HUNDRED THIRTY NIN of FOUR HUNDRED THIRTY NINE AND 439.24) on the first day Dollars (\$ 24/100 , 19 85, and a like sum on the first day of each and every month thereafter until of DECEMBER . 19 85, and a like sum on the tirst day or each and every month increasive such the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and of payable on the first day of NOVEMBER 2015

**TWELVEOND THEREFORE, the and Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performace of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANI unit 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

LOT 31 IN BLOCK 62 IN VILLACE OF PARK FOREST AREA NO. 5, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST 1/2 OF SECTION 36, "CHINSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL NERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1951 AS DOCUMENT NO. 15139014, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS

TOGETHER with all and singular the tenements, hereditaments and appurchances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing he-t, light, water, or power, and all plumbing and other fixtures (a, or that may be placed in, any building now or hexeafter standing on said land, and also all the estate, right, title, and interest of the said Mort gager 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, torever, for the purposes and uses herein set to the free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinoist, which and right, 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 premisthat may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not to suffer any limit in example thereof, or of the security intended to de effected by virtue of this instrument and to suffer any limit of mechanics men or material men to attach to said premises, to pay to the Mortgagee a horizontaire 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 count. It was village, or city in which the said land is situate, upon the Mortgagor on account of the ownership there (-2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of sail indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, or may be required by the Mortgager

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior in some ambien e other than that for taxes or assessments on said premises, or to keep said premises to good record the the Mortgagere may pay such taxes, assessments, and insurance premiums, when due, and may make the most of the property herein mortgaged as in its discretion it may deem necessary for the proper present described and any moneys so paid or expended shall become so much additional indebtedness, secured by these one and any moneys so paid or expended shall become so much additional indebtedness, secured by these ones, as be paid out of proxiectly of the side of the mortgaged premises, it not otherwise paid on the Mortgagor

It is expressly provided, however (all other provisions of this mortgage to the controls notwithstanding), that the Nortgager shall not be required nor shall it have the right to pay, discharge, or remove any tax loss contents or tax lien upon or against the premises described herein or any part thereof or the improvements, araised thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by impropriate legal processings brought in a court of competent jurisdiction, which shall operate to present 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

Replaces 5 HA 2116W which may be used until supply is exhausted

STATE OF ILLINOIS HUD 92116M 5 30

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AND the said Morte gor turther covenants and agrees as follows

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 (36) days prior to prepayment.

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

- An arount sufficient to provide the holder hereof with funds to pay the next mortgage insurence premium if this instruction and the nots secured hereboare insured, or a northly charge to live of a mortgage insurence premium if the archibility to be secured hereboare and those love toposers, as follows:

 (If and so long as said note of even date and this instruction are insured or archibility and under the provisions of the bational Housing Act, an amount sufficient to accomplate in the hands of the holder one (1) month prior to its due date the annual mortgage insurence premium, in order to provide so to holder with funds to pay such premium to the Secretary of Housing and Unban Development, the bational Housing Act, as amounted, and applicable Regulations therein her to receive the first the Secretar. Of Housing and Urban Development, a monthis charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1, 12) of one-half (1, 2) per centum of the average ourstanding balance due on the nets computed without taking into account delinquencies or prepared.

A can equal to the ground rents, if any, next due, plus the promise of a will next become due and passable on places of fire and other bazard insurance coveres, the more appearance of the days and assessments next due on the mortgaged property call as assistanted by the More and it is not alread, and therefor divided by the number of months to clapse before one month prior to the date after a constitution, premiums, takes and assessments will become delinquent, such sums to be held? The representation of the pay said ground rents premiums, takes and upon an open selection of a session of the pays and ground rents premiums.

the and spaced essessments and
All possits mentioned in the two preceding subsections of the paragraph of all past crossing made under the
note social derive shall be added together and the appropriate a configuration of call be partly, the Morigagor each
could be a first shall be added together and the appropriate of the following the formation of the Morigagor each
could be a first sharper ander the contract of common with the forestant. I Business and thou Development, or
monthly a first line of morigage insurance prensure, the contract of the propriate of the principle of the said note
(II) interest on the core secured hereby, and
(W. amortization of the principal of the said note

Any deficiency in the amount of any such appropriate morthly parent? Soll of its made pold his the Mortgagor prior to the due date of the next such powernt, constitute an event of default of the transmitter. The Mortgager may collect a "flate charge" not to exceed tour cents (4c) for each dollar \$1 in the contract of the next such affects in handling delinquent parents.

If the total of the payments made by the Mortgagor undescribed to the preceding paragraph shall exceed

the amount of the payments actually made of the Mertgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option or the Mortgagor, shall be credited on premiums, as the case may be, such excess, if the loan is current, at the option of the sortinggor, shall be created or subsequent payments to be made by the Mortg get, or refunded to the Mortgager. If, however, the monthly payments made by the Voltaggor under subsection of the preceding paragraph shall not be sufficient to pay ground tests, taxes, and assessments, or insurance p emuris, as the case may be, when the same thall become due and payable, then the Mortgager shall pay to the light angular errors are to make up the deficiency, on the better the date when payment of such ground tests, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor Shall tender to the Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the amount of such indebtedness, credit to the account of the hortgagor all parents hade under the profisions of subsection . I of the preceding paragraph which the Wortgager, has not become obligated to pay to the Secretary of Ho, any and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection 1 of the preceding paragraph. If there shall or a default under any of the provisions of this mortgage resulting in a public sale of the premises covered here's, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the common entropy of such proceedings or at the time the property is otherwise acquired, the balance then remarking in the funds accumulated under substitution of the time the property is otherwise acquired. section to of the preceding paragraph as a credit against the abount of printipal then remaining unpaid under said note and shall properly adjust any payments. Buch shall have been made under subsection to of the preceding maragraph.

ANI AS ADDITIONAL SECURITY for the payment of the indebtedness approach the Mortgagor does hereby assign to the Mortgage, all the rents, issues, and profits now due or which may be or feet become due for the use of the premises bereinabove described

THAT HE WILL KEEP the improvements now existing or hereafter erected or 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 promptly, when dur, any premiums on such insurance provision for payment of which has not been made hereinbefore

All insurance shall be carried in companies approved by the Mortgagee and the policies and enewals 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 Mortgage will give immediate notice by mult to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby util orized and directed to make payment for such loss, directly to the Mortgagee instead of to the Mortgagor and of wortgagee. countly, and the insurance proceeds, or any part thereof, may be applied by the Mettgagee at its option either to the reduction of the indebtedness herebs 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 indebit discs, secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then min accessfull pass to the purchaser or grantee

THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for publicated the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount to adoptedness upon this Mortgage, and the Note secured hereby remaining upplied are bereby assigned by the Nortat to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedsecured nerely whether due or not.

THE MORTGAGOR FURTHER AGREES that should this murtiage and the note secured hereby not be eletor insurance under the National Housing Act within 60 DAYS from the date herebi (written stategible for insurance under the National Housing Act within ment of any officer of the Department of Housing and Urban D. elegence is authorized agent of the Secretary Housing and Urban Development dated subsequent to the 60TH DAY time from the date of the Housing and Urban Development dated subsequent to the ___time from the date of this mortgage, declining to insure said note and this cortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may at its option, declare all suns secured hereby immediately due and par, alile

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereb. for a period of shifts (30) days after the due date their of or in case of a breach of any other covenant or agreement herein scipulated, then the whole of said principal sur-remained unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable

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AND IS THE EVENT Tractice at least and debt is declared to be due, the Mortgagee shall have the right immediaters to torect in this midgine, and upon the filing of any bill for that purpose, the court in Africh such bill is filed may at any time there did not before or after sale, and without notice to the said Vertgager, or any part in light and order to place. Mortgage in possession of the premises of the persons liable for the numeral 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 orbit placing the Mortgagee in possession of the premises, or appoint a receiver for the handle of the Mortgagee with property in case, if sale and a differency, during the full statutory period of redemption, and such force when any part in case, if sale and a differency, during the full statutory period of redemption, and such force is some and profits when collected may be applied toward the payment of the indebtedness costs taxes. Insure and other terms necessary for the protection and preservation of the property

Wherever the said Mortgager shall be pured in possession of the above described premises under an order of a court in which in a true is pending to foreclose this mortgage or a subsequent mortgage, the said Mortgager, in its discretion may write the cold remises in good repair, pay such current or back taxes and assessments as mander due to the cold premises pay for and maintain such insurance in such amounts as shall have been required by the tight agent leave the said premises to the Mortgager or others upon such terms and conditions, either within or beyond any period of tedemption, as are approved by the court, collect and increase the rests issue. In finites for the use of the premises hereinabove described, and employ other persons and expend itself so the increase of this paragraph.

AND IT SEE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum stall be allowed to the solicitor's tees, and stenographers' fees of the complianant in such the purpose of said the configuration of the torough and its torough and its torough and its torough and its torough and in case of any other suit, or legal proceeding, wherein the Mortgagen shall be made a party through the reason of the mortgage, its costs and expenses, and the reasonable fees and charges of the attorness or solicities of the Mortgagen, 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 expense. Shall become so much additional indebted assisted hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL B' ACLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in cursummer of any such decree (1) All the costs of such suit or suits, advertising, sale, and conveyance including at meys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title, (2) ail the moreys 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 inclebtedness hereby secured (4) all the analyzing money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor

If Morigagor shall put said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreement, herein, then this conveyance shall be null and void and Mortgagee will within thirty (30) days after written remaind therefor by Mortgagor execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the hence to 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 Mortgage? shall operate to release, in any manner, the original liability of the Mortgager

THE COVENANTS HERFIN CONTAINED shall bind, and the besetits and alternages shall inuite, to the respective heirs, executions, administrators, successors, and assigns of the parties height. Wherever used, the singular number shall include the plural, the plural the singular and the massuline gender shall include the feminine.

SEAL STATE OF ILLINGIS

COUNTY OF

I. THE INDEPSIGNET SEAL SEAL AND THE COUNTY and State

i. THE UNDERSIGNED

aforesaid. Do Hereby Certify That

and

MICHELLE M. HUMPHREY
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.

GIVEN under my hand and Notarial Seal this

Daren S. Frater l'ublic

day of

DOC. NO. . Filed for Record in the Recorder's Office of

County, Illinois, on the

A D 19

FERE

t o'clock m., and duly recorded in Book of

HUD 92116M (5-80)

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage betweenDONALD R. HUMPHREY AND MICHELLE M. HUMPHREY . Mortgager, and WESTAMERICA Mortgagee, dated 10/21/85 revises said Mortgage as follows:

1. Page 2, the second covenant 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, 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 Mortgage) less all sums already paid therefor divided by the number of months corelapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mixtgagee in trust to pay said ground rents, premiums taxes and special assessments; and
- (b) All payments mintioned 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 cogregate amount thereof shall be paid by the Mortgager 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 nonthly payment small, unless made good by the Mortgagor paior to the due date of the next such payment, constitute an event of default under this mortgage. The hortgagee may collect a "late charge" no 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 harding delinquent payments.

If the total of the payments made by the hortgagor under subsection (a) 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, if the loan is current, at the option of the Mortgagor, 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 subsection (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 .nount 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 it any time the Mortgagor shall tender to the Mortgagee, in accordance with the provision 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 Mortgager 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 fime of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the fund; accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgages's fillure 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.

MAIL

Mortgagor DONALD R. HUMPHREY

MICHELLE M. HUMPHREY Clert's Office

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	THA HORIGAGE	RIDER	
The Rider, dated amends the FHA MORTG	AGE		ven date by and
between <u>WESTAMERICA MORTG</u>	AGE COMPANY		HORTGAGEE , and
DONALD R. AND MICHELLE M. H			, and
			, as
follows:			
is deleted:	±** , th	e sentence whic	ch reads as follows
2. Peragraph *** following:	is an	ended by the a	dition of the
erivilege is on any install			whole or in part,
IN WITNESS WHEREOF			
aforesaid.	as set his han	d and seal the	day and year first (SEAL)
	Kun	Nobelle N. H	induseal)
Signed, sealed and deli in the presence of	iver e đ	C	0
* Kaun 5. Jost	- -	74	
THAT PRIVILEGE IS RESERVED TONE OR MORE MONTHLY PAYMENTS THE FIRST DAY OF ANY MONTH PROTICE OF AN INTENTION TO EXP	ON THE PRINCIPAL RIOR TO MATURITY;	THAT ARE NEXT DUE PROVIDED, HOWEVER	ON THE MOTE ON THAT GRATTER
DAYS PRIOR TO REPAYMENT.			

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