SANDY TRIMBLE STE ATTACHED RIDER

WESTAMERICA MORTGAGE COM P.O. BOX 5067

PREPARED BY:

DEPT. 22 ENGLEWOOD, CO 80155



RETURN TO:

MORTGAGE

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act

DECEMBER , 1985 between THIS INDENTURE, Made this day of fris indenture, made this 20th day of DECEMBER , 1985 but ter D. Wilson, SR. And ROSE WILSON, HUSBAND AND WIFE AND ROSEMARY WILSON, , Mortgagor, and A SKINSTER

WESTAMERICA 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

SEVENTY EIGHT THOUSAND SIX HUNDRED TWENTY EIGHT AND 00/100

Dollars (\$ 78,628.00

payable with interest at the rate of ONE-HALF %) per annum on the unpaid balper centum (11.50 ance 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 SEVEN HUNDRED SEVENTY EIGHT) on the first day Dollars (\$ 778.65 AND 65/100 , 19 86, and a like sum on the first day of each and every month thereafter until FEBRUARY

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 JANUARY, 2016

NOW, THEREFORE, the stid 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 COOK and the State of Estate situate, lying, and being in in county of Illinois, to wit:

LOT 22 (EXCEPT THE SOUTH 2 FEET THEPEOF) IN BLOCK 9 IN FAIR OAKS TERRACE, BEING A SUBDIVISION OF THE EAST 50 ACRES OF THE NORTH 75 ACRES OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSPIL 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX NO. 16-05-112-023 PROPERTY ADLPESS:

1111 N. HUMPHREY OAK PARK, ILLINOIS 60302

TOGETHER with all and singular the tenements, hereditaments and appropriates 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 in, 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 Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fix ures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set firth, 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 ussessments 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 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 Mortgagoe 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 the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs 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, 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 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

9534089₄

UNOFFICIAL COPY

38:8 MG/A820J1

108:51 W91126:00H

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured herein by for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or skrewment herein stipulated, then the whole of said principal sum remaining unpaid together with accused inskrewment herein stipulated, then the Mortgagee, without notice, become immediately due and payable, terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGACOR FURTHER ACREES that should this mortgage and the note secured hereby not be elligible for insurance under the National Housing Act within 60 DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development dated subsequent to the 60TH DAY from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgage of the holder of the note and this mortgage, and such ineligibility), and the holder of the note and this option, declate all sums secured hereby immediately due and not obtain

a public use: the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount strategies around this Mortgage, and shall be paid forthwith to the Mortgage to be applied by it on account of the material areas secured hereby immigrances around by it on account of the material areas secured freeds, whether due or not.

TRAT if the premises, or any part thereof, be condemned under any power of entirent domain, or acquired for

All insurance shall be carried in companies approved by the Mortgagee and the policy; and renewals thereol shall be deliberated in companies approved by the Mortgagee and the policy; and receptable clauses in favor or and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make promptly by Mortgageo, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to reflection of the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either in eating insurance of the insurance of the insurance of the mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgager in and to any insurance policies them in force shall pass to the purchaser or granted. The Gordensk is described to the interest of the mortgage or other transfer of the mortgage of only may insurance policies them. The first transfer or them therefore in any insurance policies them.

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 the Autgagee and will pay promptend contingencies in such amounts and for such periods as may be required by the Autgagee and will pay promptend contingencies in such amounts and for such periods as may be required by the Autgagee and will pay promptend on such ansatance provision for payment of which has not been made hereinbefore.

AMD. AS ADDITIONAL SECURITY for the payment of the indebt duess aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits now due or which my hereafter become due for the use of the premises hereinshove described.

ceding paragraph. Subsection 45 of the preceding paragraph. If there is not second succession and the provisions of the provisions of subsection 45 of the preceding paragraph. If there is a shall under any of the provisions of subsection 45 of the preceding paragraph. If the commencement of such proceedings of the property of the property is a public sale of the premises covered beings of the property of the property is otherwise additional, the Mortgagee shall apply, at the time of the property of such proceedings of all the time the property is otherwise acquired, the balance they firm funds in the funds accumulated under subsection 36 of the proceedings of the property is otherwise acquired, the balance they firm the funds accumulated under subsection 36 of the preceding paragraph as a credit against the angular principal thes remaining unpart under all if the total of the payments actually made by the Mortgagor undersubsection but the preceding paisgraph shall exceed the amount of the payments actually made by the Mortgagor undersubsection but the preceding paisgraph shall be total of the payments actually made by the Mortgagor line option of the Mortgagor, but account of the case may be, such as easy if the loan is current, at the option of the Mortgagor, but it is cased under subsection when the Mortgagor. If however, the monthly payments of the made by the Mortgagor in the freeding paisagraph shall not be sufficient to pay ground made by the Mortgagor under subsection who the preceding paisagraph shall not be sufficient to pay ground and payable, then the Mortgagor in matter of premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Ants, taxes, assessments, or insurance premiums shall be due or before the date when payment of such ground varies, taxes, assessments, or insurance premiums shall be due. If any time the Mortgagor shall tender to the Mortgagor, in accondance with the provisions of the office in debtedness, credit to the Mortgage, in account of the mortal and the provisions of such indebtedness, credit to the second of the Mortgagor and thereby, the Mortgagor shall performed account of such more secured amount of such more preceding paisagraph which the Mortgage, in the provisions of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of Housing and Urban Development, and any balance remaining in the funds accumulated the provisions of Housing and Urban Development, and any balance remaining in the funds accumulated the provisions of Housing and Urban Development, and any balance remaining in the provisions

Any deficiency in the amount of any such aggregate monthly paraged, unless made pood by the Mortgager part to the due date of the new second but constitute an event of default under this more than litteen (15) days in feet a "liste charge" and or each paraged to cover the extra extend for under the cover the extra extended to handling delinquent paraments. To cover the extra extense involved in handling delinquent paraments.

All parameters mentioned in the two preceding subsections of this paragraph and all parameter to be wade under the mostly stated parameter to be updated for the following frees amount thereof parameters to be applied by the Mortgager to the following frees in the order set forth or mostly shade together and the aggregate amount thereof was in the order set forth or mostly shade in the contact of invariance materials and the series of the case may be.

(II) promium the great to be applied by the Mortgager to the following frees in the order set forth or mostly states in the order set forth.

(IV) amount after a the note secured hereby, and the amount therefore the following many the materials of the following many the materials and the materials and the following many that the following many the materials and the following many that th

and note is fully paid, the following sums.

An account and the note secured bereby are insured, or a monthly charge in lite of a mortgage insurance premium it this institution to provide the profession of the secured dereby are insured, or a monthly charge in lite of a mortgage insurance premium.

If they are held by the Secretary of Housing and Crion thereforming are insured or the provided or an insurance of the provided or an insurance of the provided or are transacred under the provision of the Sational Housing Act, an amount softly cannot be a country of Housing and the analysis of the bands of the band

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mottgagor will pay to the Mottgagor, on the lust day of each month until the said note is fully paul, the fullowing sums

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

UNOFFICIAL COPY 4 4

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 sim 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 sick foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thin to by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys of solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and intrige upon the said premises under this mortgage, and all such expenses shall become so much additional indeed does secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL BT INCLUDED in any decree foreclesing this mortgage and be paid out of the proceeds of any sale made in parsuance 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 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 Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives he baselist 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 Mortgager 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.

ROSE WILSON

WITNESS the hand and seal of the Mortgagor, the day and year tirst written.

Av. [SEAL].

Somary Will	DON[SEAL]		[SEAL]
ROSEMARY WILSON		0, _	
STATE OF ILLINOIS	\$\$;	0,	
COUNTY OF DU PAC			
I. THE UNDERSIGNED aforesaid. Do Hereby Certify That and ROSE WILSON person whose name ARE person and acknowledged that THE free and voluntary act for the uses of homestead. GIVEN under my hand and Nota	WALTER D. WILSON SI , his w subscribed to the foregoing y signed, sealed, and deli and purposes therein set forth,	instrument, appeared be vered the said instrumen	o me to be the same efore me this day in it as THETR
DOC. NO File	ed for Record in the Recorder's O	lfice of	
	County, Illinois, on the	day of	A.D. 19
at o'clock	m., and duly recorded in Book	oí	Page

THA MORTGAGE

5340194

	FHA MO	FRA MONTGAGE		DEP		
The Rider, d		20TH	day of		. 1985	
amends the FHA N				_oi even da	_	
between <u>WESTAMERICA</u>	MORTGAGE CO			. the MORTO	AGEE . and	
пппп		the	MORTGAGO	<u>и </u>	, 25	
foilows:				•		
1. Jaragr		, th	e sentend	e which rea	ds as follows	
is delete	đ:					
2. Paracraph	A ###	is am	ended by	the additio	n of the	
following			.c.,.cca -j			
	Ox					
*Privileg	e is reserv	ed to pa	y the del	ot, in whole	or in part,	
on any in	stallment i	ue date.				
	A.	0/				
in withess wh	tktur,	***				
aforesaid.	has set	. his hah	d and sea	al the day a	nd year first	
		Walter	Dale	son Sr.	(SEAL)	
•		WALTER D.	WILSON SF			
		10 mm	Wilson	•	(SEAL)	
		ROSE WILS		Vani		
Signed, sealed and	d delivered	Min	any Wi	000	(SEAL)	
in the presence of	Ē	ROSEMARY	WILSON	4,		
77-0110	<i>a</i> ^	ľ	1	2,'		
- Kenting of the	- Ja-	•				
/	1			U,	C-	

THAT PRIVILEGE IS RESERVED TO PAY THE DEBT IN WHOLE, OR IN AN AMOUNT TOUAL 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.

****WALTER D. WILSON, SR. AND ROSE WILSON, HUSBAND AND WIFE AND ROSEMARY WILSON, A SPINSTER

TAX NO. 16-05-112-023

PROPERTY ADDRESS: 1111 N. HUMPHREY

OAK PARK, ILLINOIS 60302

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

This rider attached to and made part of the Mortgage between WALTER D. WILSON SR. AND ROSE WILSON AND ROSEMARY WILSON . Mortgagor, and WESTAMERICA dated 12/20/85 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 Mortgagee) less all sums already paid therefor divided by the number of month, 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 agriculate 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 in, taxes, special assessments, fire, and other hazard injurance premiums;
 - (II) interest on the note soured 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" for 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 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 mount 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 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.

85340894

UNOFFICIAL COPY

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.

Property of Coot County Clert's Office

机动位 化二甲二甲二甲基甲甲基基酚环合物

57 57**5** ਹੈ:

im thabiles to-labo