Mortgage

LOAN #00014421(0099)

5TH

day of

SEPTEMBER

. 19 86, between

This Indenture, Made this ARTHUR HICKS AND Basy B. Hicks , Husband and Wife

, Wortgagor, and

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION a corporation organized and existing under the laws of THE STATE OF COLORADO Mongagee.

R6410580

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date berewith, in the principal sum of

SIXTY THOUSAND TWO HUNDRED SIXTY TWO AND 00/100

60,262.00)

Dollars

payable with interest at the rate of

NINE AND ONE-HALF

per centum (

9.50 %

per annum on the unpaid balance wellt paid, and made payable to the order of the Mortgagee at ils office in

7900 EAST COTON AVENUE, SUITE 500 DENVER, CO 80237

or at such other place as the holder may distingte in writing, and delivered; the hand principal and interest being payable in monthly installments of SIX HUNDRED TWENTY OINE AND 27/100 Fhollars IC 629-27 installments of NOVEMBER 19 86, and a tike sum of the first day of each and every month thereafter until the note is fully on the first day of 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 . 20 01

Now, therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenents and agreements herein contained, does by these presents Mortgage and Warrant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, by ng. and being in the county of COOK and the State of Illinois, to wit:

THE WEST 18 3/4 FEET OF LOT 8 AND LOT 9 (EXCEPT THE WEST 12 1/2 FEET) IN BLOCK 3 IN BRITTON'S SECUVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-03-228-015 als 4319 W Patomer 1 Ciry Six 60651

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the renth 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 a 100 e 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 sucressors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virture of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and warve.

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 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 fillinous, 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 it 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the Hational Housing Act which provide for periodic Mortgage insurance Premium payments.

Previous Editions Obsole

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HUD-92116M(10-05 Edition) 24 CFR 200 174b

pay promptly, when due, any premiums on such insurance provi-sion for payment of which has not been made hereinbefore.

for such periods as may be required by the Mortgagee and will other hazards, casualties and contingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mottgaged property, insured as may be required that he will keep the unprovements now existing of ficted! become due for the use of the premises hereinabove described.

aforesaid the Mortgagor does hereby assessing the Mortgagee all

And as additional security for the payment of the indebtedness

side sud shall properly adjust any payments which shall have against the amount of principal then remaining unpaid under said under subsection (b) of the preceding paragraph as a credit 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 botovos ceremong and to slav solidure and gentillueor egagenom sidt to paragraph. If there shall be a default under any of the provisions

Development, and any balance remaining the funds acputing the amount of such indeb ed less, credit to the account of the Mortgagot all payments made uside the provisions of subsection (a) of the preceding paragraph of hich the Mourgagee has not become obligated to pay to the Secretary of Housing and Urban become obligated and any halace Secretary. debiedness represented thereby, the Markes seall, in com-

date when payment of cach ground tents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagor, in accordance with the proxisions of the note secured hereby, it if ayment of the entire in to pay ground tents, laxes, and assessments, or nestigance duc-premiums, as the sero may be, when the same shall become duc-and payable, then he Montgagor shall pay to the Montgagor and amount necessary to make up the deliciency, origin before the date when presented to make up the deliciency, origin before the subsection (b) of the preceding paragraph shall not be

the class may be, such excess, it the loan is current, at the opinion of the "sergasgor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor will however, and it is monthly payments made by the Mortgagor under those ever, are it of a payments made by the Mortgagor under those ever, are it of the payments made by the Mortgagor under the mortgagor of the payments made by the Mortgagor under the mortgagor of the payments of the pa Real of tents, taxes, and assessments, or insurance premiums, as smente of the payments settably made by the Morigages for apsection (b) of the preceding paragraphs shall execed the if the total of the payments made by the Mottgagot under

expense involved in handling delinquent payments not to exceed four cents (4) for each dollar (5) for each pay-ment more than filteen (5) tays in arrears, to cover the excendue date of the next such payment, constitute an event of default

under this mortgage. The Mortgagee may collect a "late charge Any deficiency in the amount of any such aggregation that an and or total to specific the such that a total to the such that are the such

late charges.

nue talou bies sul lo fedioning sal lo noissiliome  $(\Lambda I)$ interest on the note secured hereby; (111) other hazard insurance premiums;

(11)

Bround remembersh laxes, special assessments, if any later and

charge (in lieu of morigage insurance premium), as the case may Secretary of Housing and Urban Development, or monthly

(1) premium charges under the contract of insurance with

the order set forth: payment to be aplied by the Mortgages to the tollowing terms in

thereof shall be paid by the Mortgagor each month in a single secured hereby shall be added together and the aggregate amount

baid by the Mortgagor. tional indebtedness, secuted by this miritgage, to be paid out of proceeds of the sale of the mortgaged, remises, if not otherwise

THE MOUGHE SO DAIG OF EXPENDED STORES SO MUCH addiit may deem necessary for the property preservation thereof, and than that for taxes or as essements on said premises, or to keep said premises in good course, the Mortgagee may pay such taxes, assessments, and insutas, or premiums, when due, and may make such tepairs to the property hy cin mortgaged as in its discretion such payments, or to solisty any prior tien or incumbrance other

In case of the tetusal or neglect of the Mortgagor to make

(I) It and so long as said note of even date and this instrucharge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows: ment and the note secured hereby are insured, or a monthly (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance promium if this instru-

ment are insured or are reinsured under the provisions of the Ma-

of principal and interest payable under the terms of the note secured hereby, the Mortgages, on the secured hereby, the Mortgages will pay to the Mortgages, on the first day of each month until the said note is fully paid, the

That, together with, and in addition to, the monthly payments

that privilege is reserved to pay the debt in whole, or in part,

And the said Mortgagor further covenants and agrees as

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 sale.

faith, contest the same or the validity thereof by appropriate

or remove any tax, assessment, or tax lien upon or assauct the premises described herein or any part thereof or the roprove-ments situated thereon, so long as the Mortgagor shall it good

It is expressly provided, however (all other provisions of this mortgages to the contrary notwithstanding), that it e Mortgages shall not be required not shall it have the right to pay, discharge,

premises or any part thereof to satisfy the same.

holder with funds to pay such premium to the Secretary of Housnual mottgage insurance premium, in order to provide such nonal Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the an-

ment are held by the Secretary of Housing and Urban Develop--utitani eini bene stab erere to ston biae as gnol or bas 11 (11) ing and Urban Development pursuant to the Mational Housing Act, as amended, and applicable Regulations thereunder; or

delinquencies or prepayments; balance due on the note computed without taking into secount ment, a monthly charge (in lieu of a morrgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding

Mortgagee in trust to pay said ground rents, premiums, tayes and and assessments will become delinquent, such sums to be held by mouth prior to the date when such ground rents, premiums, erry, Eigs taxes and assessments near due on the mortgaged prop-therefor divided by the Mortgages) less all sums already paid therefor divided by the number of months to elapse before one of fire and other hazard insurance covering the mortgaged propthe premiums that will next become due and payable on policies A sum equal to the ground rents, if any, next due, plus

of this paragraph and all payments to be made under the note All payments mentioned in the two preceding subsections

special assessments; and

on any installment due date.

Swellol

All insurance shall be carried in companies approved by the Mortgagee and the policies 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 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 authorized 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 reduction of the indebtedness hereby 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 indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the prochaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of in abledness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgage and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage; and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY days from the date hereoft written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTIETH days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, as its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby 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.

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 morrgage, 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 of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises, 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 Mortgageor 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 sum shall be allowed for the solicitor's fees, and stenographers' tees of the complainant in such proceeding, and also for all outlays for documentars evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or level proceeding, wherein the Mortgager shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or moceedings, shall be a further hen 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.

and there shall be included in any decree foreclosing this more gage 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, adversing, sale, and conveyance, including attorneys', solicitors', and stenoglo, hers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Managage, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured in each, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby a cured; (1) 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 the conveyance shall be null and void and Mortgagee will, within three (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives all benefits of all statutes or laws which require the earlier execution delivery of such release or satisfaction by Mortgagee.

It is expressly agreed that no extension of the time for payales 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.

The covenants herein contained shall bin i, and the benefit and advantages shall inure, to the respective herrs, 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.

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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10/85)

This rider attached to and made part of the Mortgage between

ARTHUR NICKS EASY B. HICKS

Mortgagor, and

Mortgagea.

63.23.12

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

dated. SEPTEMBER 5, 1955

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, read due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance remaining the mortgaged property (all as estimated by the Mortgagee) 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 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 eagregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:
  - (I) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
  - (iii) 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 lifteen (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 partigraph 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, times, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Móltgagor 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 Montgagee, 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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Interest of beneate egaption and to each ent to as bated.

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.

S. Page 2, The penultimate paragraph is amended to add the following sentence: