

# UNOFFICIAL COPY

86601525

FHA Case No.

State of Illinois

## Mortgage

131:4604606-703 -  
LOAN #00028857(0059)

This Indenture, made this 10TH day of DECEMBER, 19 86, between

FRANCISCO PENA  
JOSEFINA PENA, HUSBAND AND WIFE  
LUCIA PENA, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION  
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

SIXTY EIGHT THOUSAND FORTY AND 00/100

Dollars (\$ 68,040.00 ) payable with interest at the rate of TEN  
per centum ( 10.000 %) 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, SUITE 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

FIVE HUNDRED NINETY SEVEN AND 10/100

Dollars (\$ 597.10 )

of FEBRUARY 1, 19 87, 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

JANUARY 2017

Now, Therefore, the said Mortgagor, for the better securing of the payment of 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 and the State of Illinois, to wit:

COOK

LOT 46 IN BLOCK 1 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF  
THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13.34.22.029

JJ 300

DEPT-91 RECORDING \$14.25

1#4444 TRM 9527 12/16/86 11:38:00

#8374 # D 86601525

COOK COUNTY RECORDER

-86-601525

ALSO KNOWN AS:  
2136 NORTH KARLOV  
CHICAGO, ILLINOIS 60639

Together with all and singular the tenements, hereditaments and appurtenances 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time  
Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

14<sup>00</sup> MAIL

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Mortgagee will give immediate notice by mail to the Mortgagee, in favor of and in form acceptable to the Mortgagee, in event of loss of the Mortgagee and have attached thereto loss payable clauses in the Mortgagee and the policies and renewals thereof shall be held by insurance shall be carried in companies approved by the

for payment of which has not been made heretofore. All promptly, when due, any premiums on such insurance provision such periods as may be required by the Mortgagee and will pay hazards, casualties and contingencies in such amounts and for from time to time by the Mortgagee against loss by fire and other effected on the mortgaged property, insured as may be required

That He will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required hereafter become due for the use of the premises hereinabove indebtedness aforesaid the Mortgagee has hereby assign to the And as Additional Security for the payment of the

then remaining unpaid under said note. preceding paragraph as a credit against the amount of principal remaining in the funds accumulated under subsection (a) of the at the time the property is otherwise acquired, the balance then commencement of such proceedings or

default, the Mortgagee shall apply, at the time of the hereby, or if the Mortgagee acquires the property otherwise after mortgage existing in a public sale of the premises covered If there shall be a default under any of the provisions of this under the provisions of subsection (a) of the preceding paragraph, or the Mortgagee any balance remaining in the funds accumulated

completing the amount of such indebtedness, credit to the account on the indebtedness represented hereby, the Mortgagee shall, in the provisions of the note secured hereby, full payment of the the Mortgagee shall tender to the Mortgagee, in accordance with the Mortgagee, or insurance premiums shall be due, if at any time assessments, or before the date when payment of such ground, rents, taxes, Mortgagee any amount necessary to make up the deficiency, on

become due and payable, then the Mortgagee shall pay to the insurance premiums, as the case may be, when the same shall not be sufficient to pay ground rents, taxes, and assessments, or Mortgagee under subsection (a) of the preceding paragraph shall payments to be made by the Mortgagee, or returned to the option of the Mortgagee, shall be credited on subsequent

as the case may be, such excess, if the loan is current, at the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, or subsection (a) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagee under

involved in handling delinquent payments. more than fifteen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each payment under this mortgage. The Mortgagee may collect a late charge due date of the next such payment, constitute an event of default. Any deficiency in the amount of any such aggregate monthly

payment shall, unless made good by the Mortgagee prior to the (iv) late charges. (iii) amortization of the principal of the said note; and (ii) interest on the note secured hereby; hazard insurance premiums;

(i) ground rents, if any, taxes, special assessments, fire, and other forth; hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagee each month in a single payment to paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subsection of this

(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, plus taxes and assessments next due on 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

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:

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date.

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 improvement situated thereon, so 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 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.

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may, at any 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 Mortgagee.

And Said Mortgagee 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 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.

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 to said Mortgagee does hereby expressly release and waive.

And Said Mortgagee 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 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.

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LOAN #00028857 (0059)

## FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 10TH day of DECEMBER 19 86, amends the  
Mortgage/Deed of Trust of even date by and between

FRANCISCO PENA  
JOSEFINA PENA, HUSBAND AND WIFE  
LUCIA PENA, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND

, hereinafter referred to as Mortgagor, and  
WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, hereinafter referred to as Mortgagee, as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

FRANCISCO PENA  
JOSEFINA PENA, HUSBAND AND WIFE  
LUCIA PENA, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND

HAVE set THEIR hand(s) and seal(s) the day and year first aforesaid.

*Francisco P. Pena* [Seal]  
FRANCISCO PENA

*Josefina Pena* [Seal]  
JOSEFINA PENA

*Lucia Pena* [Seal]  
LUCIA PENA

Signed, sealed and delivered  
in the presence of

*[Signature]*

\_\_\_\_\_ [Seal]

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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 purchaser or granteo.

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 indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee 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 hereof (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 SIXTY days 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 Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, 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.

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 or 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 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 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 sum 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 such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee 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 proceedings, shall be a further lien 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 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 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the 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 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 Mortgagor 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.

SEE ATTACHED ASSUMPTION RIDER

88601525

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PREPARED BY AND RETURN TO:  
WESTAMERICA MORTGAGE COMPANY  
850 E. ALGONQUIN, SUITE 102  
SCHAMBURG, IL 60173

Property of Cook County Clerk's Office

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_

and person whose name \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead, signed, sealed, and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in \_\_\_\_\_ day \_\_\_\_\_

Given under my hand and Notarial Seal this \_\_\_\_\_ day \_\_\_\_\_

NOTARIAL SEAL  
RONALD M. LAKE  
Notary Public, State of Illinois  
My Commission Expires May 21, 1989

86601525

State of Illinois  
County of Cook  
I, Ronald M. Lake  
do hereby certify that Francisco Pena, Lucia Pena, Josefina Pena and Josefine Pena, a notary public, in and for the county and State

FRANCISCO PENA [Seal]  
LUCIA PENA [Seal]  
JOSEFINA PENA [Seal]  
JOSEFINE PENA [Seal]

Witness the hand and seal of the Notary, the day and year first written.