PREPARED BY: AND RETURN TO: \$

SANDY TRIMBLE

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

This form is used in connection with mortgages insured under the one to Housing Act.

23RD 86040602 day of

JANUARY

, 19 86between

THIS INDESTURE Made this 23RD MEVER SINCE REMARKIED ARWILDA MILLER A WIDOW Mortgagor, and

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 FIFTY FIVE THOUSAND NINE HUNDRED FORTY EIGHT AND 00/100 Dollars (\$ 55,948.00)

payable with interest at the rate of ** per centum (11.50 %) 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, STE 500, DAVIR, 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 FIFTY FOUR AND 05/100 Dollars (\$ 554.05) on the first day Dollars (\$ of MARCH , 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, exc. p that the final payment of principal and interest, if not sooner paid, shall be due and **EPEVEN AND THE HALLY THE PRINCIPAL P

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 covenants and agreements herein contained, does by these presents. MORTGAGE and WARRANT into the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of COOK

LOT 12 IN BLOCK 5 IN BECKS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH,

RANGE 14, EAST OF 14F THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Æ.

TAX NO. 20-21-321-028

PROPERTY ADDRESS.

CHICAGO, ILLINOIS 60621

TOGETHER with all and singular the tenements, hereditaments and arputenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every ind for the purpose of supplying of 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 Extures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set orth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illine's, 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 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 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 (or the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee. 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 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 Morigagor 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.

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Secrion * of the preceding paragraph which the Mortage has not become obligated to pay to the becretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection *** of the preceding paragraph. If the side and the Mortgage acquires the property of the Mortgage acquires the property of it the Mortgage acquires the property of the Mortgage acquires the property of the Mortgage acquires the property of the more ment of such proceedings or at effective time the property is otherwise acquired, the balance ther remaining in the funds accumulated under subsection ***, of principal then commencement of such proceedings or at section ***, of the proceeding paragraph as a credit against the funds accumulated under subsection ***, of the proceeding paragraph as a credit against the man and and accumulated under subsection ***, of the proceeding paragraph. To before the date when payment of such ground seria; (sayes, assessments) or make up the date, on the date when payment of such ground seria; (sayes, assessments) or the date when payment of such ground serial s the amount; of the payments actually under by the Mortgagee, for ground rents, taxes, and assessments, or insurance appropriate ground for the payments are such as each of the formulant as the Mortgager, or insurance and payments to be made by the Mortgager, or retunded to the Mortgager, it, however, the monthly payments and payments; or insurance or premiums, as the case may be, when the same shall become due and payments, or insurance or premiums, as the case may be, when the same shall become due and payments. On the Mortgager shall pay to the Mortgager any amount necessary to make up the deficiency, on and payments the date of such are such as the monthly provided by the Mortgager shall be the face of the discussion of such are such as the date. The date of such are such as the date of such are such as the date of such are such as the date of such as the date. poasxa freus uderanied autposoud out jord) uotisasqus tapun togeation out sur sur submitted out to tetor out il

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

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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 Mortgager 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 sure 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 partly thereto 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 charge upon the said premises under this mortgage, and all such expenses shall become so much additional introductors secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL PE 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 Mortgage, 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 laid 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 agreerers herein, then this conveyance shall be null and void and Mortgage will, within thirty (30) days after write 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 Mortgagee 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.

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

| LORRAINE_BUTLER | | LSEAL | LSEAL ARMIT DA PUT LER | | | |
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RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (5-80)

This rider attached to and made part of the Mortgage between LORRAINE BUTLER ARWILDA MILLER , Mortgagor, and WESTAMERICA Mortgagee, dated 01/23/86 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 sem 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 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 wentioned 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 appregate 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 ary, taxes, special assessments, fire, and other hazard inso ance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" 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 handling delinquent payments.

If the total of the payments made by the Mortgagor inder 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 Mortga, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgago, under subsection (a) of the preceding paragraph shall not be sufficient to pay fround rents, taxes, and assessments, or insurance premiums, as the case may be, where the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If a iny time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note. त्तारण जन्म कार्यक्रियोग्नेस अस्त

TAX NO. 20-21-321-028 PROPERTY ADDRESS: 7028 S. EMERALD ...

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

Development

The urance premium to the Department of Housing Sinds Urban and Society ineligibility for insurance under the National Housing Act and nam may not be exercised by the Mortgagee when the

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