BOAN # 700012192 (0096)

SEE ATTACHED RIDER PREPARED BY: AND RETURN TO: CARLE BETTY ANDERSON

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 four-family provisions of the National Housing Act.

THIS INDENTURE, Made this DAVID P. SMITH , A BACHELOR 7**TH**

FEBRUARY day of

19 86 between

, Morigagor, and

WESTAMERICA MORTGAGE COMPANY

a corporation organized and existing under the laws of Mortgagee.

THE STATE OF COLORADO

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 THIRTY NINE THOUSAND SEVEN HUNDRED FIFTY FIVE AND 00/100 Dollars (\$

10.00 %) per annum on the unpaid balpayable with interest at the rate of per centum (ance until paid and made payable to the order of the Mortgagee at its office in 7900 EAST UNION AVENUE, STE 500, DENVER, CO 80237, or at such other place as the holder may designate in writing, and deliver-

ed; the said principal and interest being payable in monthly installments of THREE HUNDRED FORTY EIGHT AND 88/100

Dollars (\$ 348.88), on the first day Dollars (\$ on the first day

the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and **TEN of APRIL

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 and the State of Illinois, to wit:

LOT 45 IN BLOCK 11 IN WEST HAMMOND, BEING A SUBDIVISION OF THE NORTH 1896 FERR OF FRACTIONAL SECTION 17, TOWNSHIP 36

NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PTIN: 30-17-202-040 L 60409

PROPERTY ADDRESS:

108 155TH STREET

CALUMET CITY, IL 60409

COOK COUNTY, ILLINOIS FILED FOR RECOKD

1986 FEB 13 AM 10: 23

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TOGETHER with all and singular the tenements, hereditaments and approximances 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 cix ures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, tree 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 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 tand 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 Mortgages 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 in-cumbrance 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 morigage, to be paid out of proceeds of the sale of the morigaged premises, if not otherwise paid by the Morigago.

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 lax, issessment, 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.

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13 THE EVENT of definit in muking any monthly payment provided for herein and in the note necured here by flot is period of thirty: (30) days after the due date thereof, or in case of a breach of any other covenant in serie and payable letter with a true clear in the period of the Mortgages, without notice, become immediately due and payable. PERIOR

Rible for insurance under the National Housing Act within mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 DAVS. Itom, the jaie hereof, (witten state of the Secretary of the Department of Housing and Urban Development of the Department of Housing and Urban Development of the Department of the Housing and The Officer of the Market of the Market of the Nortgage of Conclusive proof of such inestablishity) in the Market of the Holder of the Indianal secured the Indianal Secure and Ind

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That, logging with, and in addition to, the monthly payments of principal and intelest payable and the tent of the monthly pay to the soil of the following sums:
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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 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 LISE 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 sum foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party the electron by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or oblitions of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and clarge upon the said premises under this mortgage, and all such expenses shall become so much additional indebteiness secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL IS INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in resource 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 agree newly, herein, then this conveyance shall be null and void and Mortgagoe 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 Mortgagoe.

IT IS EXPRESSLY AGREED that no extension or 'ne 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 Mortgager.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and resigns 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. [SEAL] STATE OF ILLINOIS COUNTY OF COUR 1. the undersigned aforesaid, Do Hereby Certify That David P. Smith , his wife, personally known to me to be the same 15 subscribed to the foregoing instrument, appeared before me this day in signed, sealed, and delivered the said instrument as his person whose name he person and acknowledged that free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. day February, A. D. 1986 フめ GIVEN under my hand and Notarial Seal this marly Str Notary Public , Filed for Record in the Recorder's Office of DOC. NO. A.D. 19 County, Illinois, on the m., and duly recorded in Book oſ Page o'clock

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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 DAVID P. SMITH
. Mortgagor, and WESTAMERICA Mortgagee,
dated 02/7/86 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 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 months to elapse before one month prior to the date when such ground rents, premium; 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 minitioned 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 caregare 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:
 - ground rents, if coy, 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 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" rot to exceed four cents (4¢) 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 vader subsection (a) of the preceding paragraph shall exceed the amount of the payments ictually 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 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 any 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.

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

This option may not be exercised by the Mortgagee when the incligate to the Mortgagee's fallure to remit the mortgage