SEE ATTACHED RIDERUNOFF CORPORATE AND RETURN TO:

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

FEBRUARY

Housing Act.

, 19 86 between

THIS INDENTURE, Made this 24TH day of FEB GEORGE R. GASTEIER AND SAHEER GASTEIER , HUSBAND AND WIFE

, Mortgagor, and

mortgages insured under the one- to

four-family provisions of the National

WESTAMERICA MORTGAGE COMPANY

a corporation organized and existing under the laws of Mortgagee.

THE STATE OF COLORADO 86076623

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 SIXTEEN THOUSAND SIX HUNDRED EIGHT AND 00/100 Dollars (\$ 16,608.00

payable with interest at the rate of ** per centum (11.00 %) per annum on the unpaid ball ance until paid, and made payable to the order of the Mortgagee at its office in 7900 EAST UNION AVENUE, STE 500, DENVEL, 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 0NE HUNDRED FIFTY EIGHT AND 16/100

Dollars (\$) on the first day of APRIL , 19 86, and a like sum on the first day of each and every month thereafter until the note is fully paid, excert that the final payment of principal and interest, if not sooner paid, shall be due and **ELEVEN**

NOW, THEREFORE, the sair. 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 Estate situate, lying, and being in the county of COOK and the State of

Illinois, to wit:

LOT 37 IN BLOCK 25 IN S. J. WALKER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14

EAST OF THE THIRD PHIRCIPAL MERIDIAN, LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL, IN COOK COUNTY, ILLINOIS.

roperty 3348 5. Oakley

TOGETHER with all and singular the tenements, hereditaments and apparenances 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 inclures, 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 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 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 Mortgagee 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 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.

STATE OF ILLINOIS HUD-92116M (5-80)

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgager will pay to the Mortgager, on the first day of each month until the said note is fully paid, the following sums:

An amount sufficient to provide the hotelet hereof with lands to pay the next mortgage insulance premium if this halferent to provide the holder hereof with lands to have been and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insulance premium) (1) If and so long-as said note of even date and this instrument are insulated or are remained the provide such provide such littles and applicable begulations therefore premium, in order to previde with former of the monthly and them invested or are remained and applicable begulations therefore premium, in order to provide such holder with funds to prevelopment, and applicable begulations therefore premium; in order to provide such holder with funds to the Sational Investigate the four-ing and afficient (1) If and applicable begulations therefore premium; which shall be in an amount equal search, and applicable begulations therefore premium; which shall be in an amount equal to one-paid note of even date and this instrument are held to the Sational Housing and thomas in the former with funds to one was all note of even date and this instrument are held to the Sational Housing and thomas as amented, and applicable begulations therefore or premium; which shall be in an amount equal to one-paid (1, 12) of one-half (1, 2) per centum of the average outstanding the in an amount economic delinquencies or preparaments.

A A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and parable on policies of tire and other hazard insurance covering the mottgaced property, plus takes and assessments mext due on the mortgaced property folicies all sums already paid therefore distributed by the Mortgaced bess all sums already paid therefore distributed to disprese before one month prior to the date whee such round tents, premiums, takes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, traves and assessments and special assessments, and

All owners mentioned in the two preceding subsections of this paragraph and all paracute to be made under the non-age apecial assessments mentioned in the two preceding subsections of this paragraph and all be paid by the Sortigage to the following trems in the order set forth of more an a single paragraph to be applied by the Mortgage to the following items in the order set forth (1) premium charges and the contest of londing and insurance premium, as the case may he, "or and tense, it any, taxes; special assessments, fire, and other hazard insurance premiums, as the case may he (11), we set on the note secured hereby, and (11), we set on the note secured hereby, and

Any deficiency in it; amount of any such aggregate monthly payment shall, unless made good by the Morkagen principles of default unless charge? The Morkage most such payment of any such default under this mortage? The Morkage most post of the charge of default (\$1) for each dollar (\$1) dollar

and bayable, then the Montgagot shall pay to 'to Mortgagot any amount necessary to make up the delictency, on to before the date when payment of such grout if tents, taxes, assessments, or insurance premiums shall be due. It is any time the Mortgagot shall tender to in Artigagote, in accordance with the provisions of the note secured fit at any time the Mortgagot shall, in computing the amount of such indebtedness, credit to the accour. Of the Mortgagot all payments made under the provisions of subsection 'w. of the preceding paragraph which the 'd., gaget his not become obligated to pay to the Secretary of Housing and Utban Development, and any balance transining in the funds accumulated under the provisions of subsection 'w. 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 provisions of this otherwise after default, the Mortgagoe shall apply, at the time of the commencement of such proceedings, or the provision of subsection 'w. of the preceding paragraph, as the time of the commencement of such proceedings property is otherwise after the paragraph as a credit against the time of the property is otherwise after the property is otherwise and shall property and sucquired, the pajance them made under subsection 'w. of the property and sucquired, the pajance them made under subsection 'w. of the property and sucquired, the pajance them made under subsection 'w. of the property and sucquired, the pajance them made under subsection 'w. of the property and sucquired, the pajance them made under subsection 'w. of the property are sucquired, the pajance them is the property of succeedings payments any payments any payments any payments any payments any payments. and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deliciency, on rents, taxes, and assessments, or insure non premiums, as the case may be, when the same shall become due If the total of the payment, hade by the Mortgagor under subsection(b) of the preceding parrignable shall exceed the amount of the payments ac ost, y made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such a cess, if the loan is current, at the option of the Mortgagor, 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 (b) of the preceding paragraph shall not be sufficient to pay ground made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground and the sufficient of the payments.

AND AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the tents, issues, and profits now due or thich may hereafter become due for the use of the premises hereinabove described. ceding paragraph.

THAT HE WILL KEEP the improvements now existing or beceuter arrated on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the notingencies in such amounts and for such periods as may be required by the notingence and will pay promptend contingencies in such amounts and for such periods as may be required by the notigagee and will pay prompting contingence in such insurance provision for payment of which has not been made bereinbefore.

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 grantee All insurance shall be cautied in companies approved by the Mottgagee and the pointing and renewals thereol bes payable clauses in layor of and in form acceptable to the Mottgagee. In event of loss Mottgager, and each insurance company concerned is a neby authorized and directed to make payment for such loss directly to the Mottgagee instead of to the Mottgager and the managed, in the reduction of the indebtedness hereby secured to the restoration or repair of the prop Mottgager and the managed, in the indebtedness hereby secured to the mottgaged property in extinguishment of the event of foreclosure of this mottgage or other transfer of life to the mottgaged property in extinguishment of the event of coefficient and interest of the Mottgager secured hereby, secured and interest of the Mottgager in and to any insurance policient shoe event of coefficient and interest of the Mottgager in and to any insurance policient indebtedness secured hereby, title and interest of the Mottgager in and to any insurance policient indebtedness secured hereby.

a public user, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted assigned by the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted assigned by the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted. THAT if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for

Housing and Urban Development dated subsequent to the housing and Urban Cinne 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, declate all sums secured hereby immediately due and and the NOATROR SHER AGREES that should this mortgage and the note secured hereby not per electrical per states of the note of

(N THE EVENT of default in making any monthly payment provided for herein and in the note secured here. by for the porition of thirty. (30) days after the due date thereof, or in case of a preach of any other covenant or agreement herein attpulated, then the whole of said principal sum remaining unpaid together with accused interest thereon, shall, at the election of the molegages without notice, become immediately due and payable. It is the election of the molegages without notice, become immediately due and payable. It is the election of the molegages without notice, become immediately due and payable.

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 deliciency, 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 time, so 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 the ge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtagees secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL 3F INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in arsuance 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 any, xamination of title; (2) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in the nortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advinces 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 line 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 remand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the binefits 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 Mortgage. 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 series 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.

the feminine. WITNESS the hand and seal of the Mortgagor, the day and year first written [SEAL] [SEAL] STATE OF ILLINOIS COUNTY OF a-notary public, in and for the sounty and State I. Gasleur Do Hereby Certify, aforesaid , his wife, personally known to me to be the same Keer subscribed to the foregoing instrument, appeared before me, this day in person whose name signed, sealed, and delivered the said instrument as 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. GIVEN under my hand and Notarial Seal this otary . Filed for Record in the Recorder's Office of DOC. NO. A.D. 19 County, Illinois, on the day of oſ Page m., and duly recorded in Book a'clock 21

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Property of Cook County Clark's Office

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

This rider attached to and made part of the Mortgage between GEORGE R. GASTEIER AND SAHEER GASTEIER . Mortgagor, and WESTAMERICA Mortgagee, dated 02/24/86 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 increagee in trust to pay said ground rents, premiums taxes and special assessments; and
- (b) All payments marcioned 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 aggregate 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:
 - (1) ground rents, if any 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 ary 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 defactr 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 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 insularier 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 pry ground 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 at 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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Dated as of the date of the mortgage referred to herein.

Development. is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban This option may not be exercised by the Mortgages when the ineligibility for insurance under the Mational Housing Act

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