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SEE ATTACHED RIDER
PREPARED BY: AND RETURN TO:

LOAN # 00014175 (0093)

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

MORTGAGE

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 28TH day of MARCH, 19 86 between WILLIAM G. ROBERTS AND PATRICIA A. ROBERTS, HUSBAND AND WIFE

WESTAMERICA MORTGAGE COMPANY, Mortgagee, and a corporation organized and existing under the laws of THE STATE OF COLORADO 86123966 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 EIGHTY EIGHT THOUSAND TWO HUNDRED THIRTY AND 00/100 Dollars (\$ 88,230.00)

payable with interest at the rate of ** per centum (10.50 %) 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, 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 EIGHT HUNDRED SEVEN AND 07/100 Dollars (\$ 807.07) on the first day of MAY, 19 86, 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 APRIL 2016

**TEN AND ONE-HALE

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 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 2 IN BLOCK 5 IN CIPRI ADDITION TO WESTBURY, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 01-24-205-002-0000 VOLUME 001.

PROPERTY ADDRESS: 4465 CUME LANE
HOFMAN ESTATES, ILLINOIS 60195

86123966

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.

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 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 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 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.

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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.

...shall be the effect of the election of the Mortgagee. Without notice, become immediately due and payable... the whole of said principal sum remaining unpaid together with accrued interest... in case of a breach of any other covenant or condition of this mortgage...

...the date hereof (with automatic development of the Secretary of Housing and Urban Development subsequent to the date of this mortgage) being deemed conclusive proof of such ineligibility... 60TH DAY

...from the date hereof (with automatic development of the Secretary of Housing and Urban Development subsequent to the date of this mortgage) being deemed conclusive proof of such ineligibility... 60 DAYS

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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 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 hereto 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; (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 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.

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

Signature of William G. Roberts [SEAL] Signature of Patricia A. Roberts [SEAL]
WILLIAM G. ROBERTS PATRICIA A. ROBERTS
[SEAL] [SEAL]

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STATE OF ILLINOIS

COUNTY OF COOK

§§:

I, MARGARET L. WOLVERTON, a notary public, in and for the County and State aforesaid, Do Hereby Certify That WILLIAM G. ROBERTS AND PATRICIA A. ROBERTS, his wife, personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their 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

28th day of March, A. D. 19 86
Signature of Margaret L. Wolvertan
Notary Public

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

UNOFFICIAL COPY

THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, ON [DATE], AND IS NOT A COPY OF THE ORIGINAL INSTRUMENT AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, ON [DATE].

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Property of Cook County Clerk

00133099



[Handwritten Signature]

WILLIAM A. ROBERTS AND PATRICIA A. ROBERTS

STATE OF ILLINOIS
COUNTY OF COOK

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

This rider attached to and made part of the Mortgage between WILLIAM G. ROBERTS AND PATRICIA A. ROBERTS, Mortgagor, and WESTAMERICA Mortgagee, dated 03/28/86, revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgage 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, 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 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:
- (I) 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 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 (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 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 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 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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MORTGAGE DEPARTMENT (2-20)

This is a copy of the mortgage between WILLIAM G. ROBERTS and PATRICIA A. ROBERTS dated 03/28/88

1. Page 2, the second sentence of the mortgage 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 hereunder, the Mortgagee 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 rent, if any, that due on the premises then owned, together with and payable on behalf of the said premises, the insurance covering the mortgaged property (and the estimated cost of such insurance) less all sums already paid for such insurance, and the amount of any other taxes, rates and assessments which have been levied or assessed on the premises, and the amount of any other taxes, rates and assessments which shall hereafter be levied or assessed on the premises, and the amount of any other taxes, rates and assessments which shall hereafter be levied or assessed on the premises;

(b) All payments mentioned in the two preceding paragraphs of this paragraph and all payments to be made under the note and security shall be deemed to be paid by the Mortgagee and the mortgage interest shall be paid by the Mortgagee together and the Mortgagee shall be deemed to be the Mortgagee for the purpose of this paragraph.

(c) Ground rent, if any, that due on the premises then owned, together with and payable on behalf of the said premises, the insurance covering the mortgaged property (and the estimated cost of such insurance) less all sums already paid for such insurance, and the amount of any other taxes, rates and assessments which have been levied or assessed on the premises, and the amount of any other taxes, rates and assessments which shall hereafter be levied or assessed on the premises;

(d) Interest on the sum of the principal of the mortgage, and the amortization of principal of the mortgage, and the amount of any other taxes, rates and assessments which shall hereafter be levied or assessed on the premises;

2. The total of the payments made by the Mortgagee under subsection (c) of the preceding paragraph shall be the amount of the ground rent actually made by the Mortgagee for ground rent, taxes, and assessments, or for any other payments, as the case may be, such excess, if the loan is current, at the option of the Mortgagee shall be credited on the amount of the principal of the mortgage.

The Mortgagee, if however, the monthly payments of principal and interest under the mortgage are not paid in full on the date of the maturity of the mortgage, and the Mortgagee shall be deemed to be the Mortgagee for the purpose of this paragraph.

Ground rent, taxes, assessments, or interest, or any other payments, as the case may be, shall be paid by the Mortgagee, and the Mortgagee shall be deemed to be the Mortgagee for the purpose of this paragraph.

The Mortgagee shall, in computing the amount of such interest, taxes, and assessments, or any other payments, as the case may be, be deemed to be the Mortgagee for the purpose of this paragraph.

This option may not be exercised by the Mortgagee when the amount of the insurance under the National Housing Act is less than the amount of the mortgage.

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

DEPT. OF RECORDING & MAPPING
11222 N. IRAN, OAKLAND, CA 94612
959-239-9666



Patricia A. Roberts
William G. Roberts