This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

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

3RD APRIL THIS INDENTURE, Made this 3RD day of APRILE. GLEN PETERSON AND JEANNE A. PETERSON, HUSBAND AND WIFE

. 19 86 between

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 SIXTY NINE THOUSAND FIVE HUNDRED TWENTY NINE AND 00/100 Dollars (\$ 69,529.00)

per centum (9.50 %) per annum on the unpaid balpayable with interest at the rate of ance until paid and made payable to the order of the Mortgagee at its office in 7900 EAST UNION AVENUE, STE 500, Panel R. 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 SEVEN HUNDRED TWENTY SIX AND 04/100

Dollars (\$ 726.04) on the first day , 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 **NINE AND ONE-HALF

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the partormance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT un o 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 213 IN 3RD ALOI'ION TO BURNSIDE'S LAKEWOOD ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST

1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EASTHIRD PRINCIPAL MERICIA!, IN COOK COUNTY, ILLINOIS.

JOHNA TO 31-33-405-011 vol. 180

TOGETHER with all and singular the tenements, hereditaments and apportenances 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.

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

AMD the sate Mortgagor further coverants and agrees as follows:

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 Mortgagor, on the first day of each mouth until the said note is fully paid, the following sums:

An account sufficient to provide the hereby are insured, or a monthly charge tin flori of a mortgage insurance premium if his instrument and the note secured breeby are insured, or a monthly charge tin flori of a mortgage insurance premium; if the same for the Sational forces of even date and thousing the provide and the provide and the provide and the provide and pulped of the Sational Housing test, an amount sufficient to accountable to the remaining the insurance premium, in order to previde and pulped of the source and them the community, in order to previde and producting the force of even date and them the community in the provide and pulped on the source of even date and them to the board of the holder with funds to print to its due date the amount sufficient of the community of the provide and the holder with funds to be such and spilit ship sufficient of the force of even date and date and the computer, and therefore the insurance therefore, or bestelped on the same for the computer and the same form of the amount with the provide and then the amount equal to one-ship of even date and date and the contract of the sevange outstanding budons on the monum equal to the same form of even date and the same form of the amount of the same form of the more one.

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ceding paragraph. of subsection (4) of the preceding paragraph. If their shill be a default under any of the provisions of this subsection (4) of the preceding paragraph. If their shill be a default under any of the property anothage resulting in a public sale of the premises correct breedy, or if the Mortgage organise the property of the Mortgage eshall apply, at the time of the property is otherwise acquired, the balance they emaining in the funds accumulated under substituent to the preceding paragraph as a credit against the amount in principal then remaining under substandance that the amount of the preceding paragraph as a credit against the amount of principal then remaining under substandance of the preceding paragraph as a credit against the amount of principal then remaining under substandance of the preceding paragraph and shall properly adjust any payments which shall have been made under subsection (4) of the preceding paragraph. hereby, full payment of the entire indebtedness represented thereby, the Mortgague shall, in computing the amount of such indebtedness, credit to the account of the Mortgagot all payments made under the provisions of such indebtedness, credit to the account of the Mortgagot all payments made under the provisions of thousing and Urban Development, and any balance sens uning in the funds accumulated under the provisions of thousing and the preceding navigation. If they are defined to the provisions of thousing the funds accumulated under the provisions of thousing the preceding navigation. the amount of the payments acted by the Mortgagee for ground routs, laxes, and assessments, or insurance paragraph shall be credited by the mount of the payments acted by the Mortgage for ground routs, as the case may be, such exercisely inclosed 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 rents, taxes, and assessments, or incurrent man, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to me Mortgagor any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or incurance premiums shall be due. If any time the Mortgagor shall tender to the "lock gase, assessments, or incurance premiums shall be due. If an any time the Mortgagor shall tender to the "lock gase, in accordance with the provisions of the note secured breakly that payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the hereby, full payment of the entire indebtedness represented thereby, the Mortgagor shall, in computing the paaaxa (fere ideiheide duipaaaid aqi 1014) voitaasqus appun 1080 ματή αμέρα από συσμένο αμέρο αμέρο αμέρο

of the premises bereinsbove described. AND AS ADDITIONAL SECURITY for the payment of the indeb edn as aforesaid the Nortgagor does bereby assign to the Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use

THAT HE WILL KEEP the improvements now existing or hereafter excepted on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by the horizoner hazards, casualties and contingencies in such amounts and for such periods as may be required by the horizone and will pay prompted contingencies in such amounts and for such periods as may be required by the horizone and will pay prompted the made hereinbefore.

radiuerg to teschoung adt of seed Hade eard in Air insurance shall be estrict in compaties approved by the Mortgagee and the policits and tenewals thereof in saturance shall be relief by the Mortgagee and have attached thereto loss payable clauses in favor at air d in form acceptable to the Mortgagee. In event of loss Mortgager, will give immediate notice by mail to the Mortgagee, who may make proud of loss of make prompity by Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee at its option either to 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 bereby secured or to the restoration or repair of the property in extinguishment of the estucion of the indebtedness bricky secured in the first transfer of title to the mortgaged property in extinguishment of the indebtedness secured breeby. All right, title and interest of the Mortgager in and to any insurance policies then in the force shall bases to the purchaser or transfer of the transfer of the property in extinguishment of the indebtedness secured breeby. All right, title and interest of the Mortgager in and to any insurance policies then and force shall bases to the purchaser or transfer. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof

o 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 Mote secured hereby remaining unpaid, are hereby assigned by the Mortgage ind shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not. THAT if the premises, or any part thereof, be condomned under any power of eminent domain, or acquired for

THE MORTGACOR FURTHER AGREES that should this mottgage and the note secuted hereby not be elligible for insurance under the Mational Housing Act within 60 DASS 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 of the Department of the Department of the Dorgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility). The Mortgagee of the holder of the note may, at its option, declare all sums secured hereby immediately due and associated.

13 THF EVENT of default to making any monthly payment provided for herein and in the note secured here-by 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 stripulated, then the whole of said principal sum remaining unpaid together with accured in-terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

(08-S) W91126-00H

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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 sem 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 increase upon the said premises under this mortgage, and all such expenses shall become so much additional includences secured hereby and be allowed in any decree foreclosing this mortgage.

AND THERE SHALL 3E INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in obscance 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 axamination 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 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 came 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 Mortgage will, within thirty (30) days after writter, Lemand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the baselites 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 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.

acal of the Mortgagor, the day and year first written.

[SEAL] [SEAL] [SEAL] STATE OF ILLINOIS 55: WILL COUNTY OF THE UNDERSIGNED ī. a notary public, in and for the county and State E. GLEN PETERSON aforesaid, Do Hereby Certify That JEANNE A. PETERSON , his wife, personally known to me to be the same person whose name S ARE subscribed to the foregoing instrument, appeared before me this day in THEY 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 GIVEN under my hand and Notarial Seal this 3rd , A⊅D. 19 otary Public DOC. NO. , Filed for Record in the Recorder's Office of County, Illinois, on the A.D. 19 o'clock m., and duly recorded in Book οf Page

WITNESS

LOAN# 00014213 (0005 NOFFICIAL 6 PM 131: 4218032-703

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

This rider attached to and made part of the Mortgage between E. GLEN PETERSON AND JEANNE A. PETERSON , Mortgagor, and WESTAMERICA Mortgagoe, dated 04/3/86 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 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, laxes 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:
 - 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 octually 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 Mortgager, 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 ary 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 large 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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TOSTET-98-# CH WSTH T#44444 TRAN 0106 04/07/65 10:22:00 \$2.91\$

Proberty of Coot County Clert's Office

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

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

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