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SEE ATTACHED RIDER
PREPARED BY: AND RETURN TO:

LOAN # 00012305 (0095)

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

5/08/86
X Rush

THIS INDENTURE, Made this 9TH day of APRIL, 1986 between
PATRICIA RANGEL, A SPINSTER AND DOLORES RANGEL, A SPINSTER AND
RICHARD D. TOOLIS, A BACHELOR, Mortgagee, 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 FORTY EIGHT THOUSAND SIX HUNDRED EIGHTY TWO AND 00/100 Dollars (\$ 48,682.00)

payable with interest at the rate of ** per centum (11.00 %) 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 FOUR HUNDRED SIXTY THREE AND 61/100 Dollars (\$ 463.61) on the first day of JUNE, 1986, 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 MAY 2016

**ELEVEN

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 81 IN GRIFFIN'S SUBDIVISION OF LOT 4 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE SOUTH 25 ACRES OF THE NORTH 1/2 AND THE NORTH 15 ACRES OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

19-01-211-055 r/p
4028 SOUTH BRIGHTON PLACE
CHICAGO, IL 60632

86139547

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, though 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, nor 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, then 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, and 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.

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IN THE EVENT of default in making any monthly payment provided for herein and in the note secured here-
by for a period of thirty (30) days after the date of a breach of any other covenant or
agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued in-
terest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

THE MORTGAGOR FURTHER AGREES that should this mortgage and the note secured hereby not be est-
ablished for insurance under the National Housing Act within 60 DAYS from the date hereof (written state-
ment of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of
Housing and Urban Development dated subsequent to the 60TH DAY time 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, declare all sums secured hereby immediately due and
payable.

IF at the time of the purchase, or any part thereof, be condemned under any power of eminent domain, or acquired for
public use, the date of this mortgage, and the consideration for such acquisition, are hereby assigned by the Mort-
gagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebted-
ness secured hereby, whether due or not.

ALL insurance shall be carried in companies approved by the Mortgagee and the policy and renewal therefor
shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable
to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make
directed to make payment for such loss, directly to the Mortgagee instead of to the Mortgagee and the Mortgagee
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 hereby secured or to the restoration or repair of the property damaged. In
event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the
indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then
in force shall pass to the purchaser or grantee.

THAT HE WILL KEEP the improvements now existing or hereafter erected on the mortgaged property, in-
cluding and containing in such amounts and for such periods as may be required by the Mortgagee and will pay prompt-
ly, when due, any premiums on such insurance provision for payment of which has not been made heretofore.

AN IN ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby
assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use
of the premises hereinabove described.

IF at any time the Mortgagee 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 Mortgagee all payments made under the provisions of
subsection 2 of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary
of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of
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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
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section 2 of the preceding paragraph as a credit against the amount of principal then remaining unpaid under
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IF the total of the payments made by the Mortgagee under subsection 2 of the preceding paragraph shall exceed
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or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due.

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AND the said Mortgagee further covenants and agrees as follows
Privilege is reserved to pay the debt, in whole or in part, on any installment due date.
That, together with, and in addition to, the monthly payments of principal and interest payable under the
terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until
the said note is fully paid, the following sums:

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AND IN THE EVENT that the principal and debt is declared to be due, the Mortgagee shall have the right immediately to foreclose on this mortgage, and upon the filing of any bill in that behalf in 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 Mortgage, and without regard to the solvency or insolvency at the time of such application 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, and 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 and back taxes and assessments as may be due on the said premises, pay for and maintain fire insurance in such amounts as shall have been required by the Mortgagee, lease the said premises to the Mortgagee or others upon such terms and conditions, either within or beyond any period of redemption, as are stipulated by the court, collect and receive the rents, issues, and profits for the use of the premises hereinbefore specified, and apply the same and expend itself in 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, if their employment in such proceeding, and for the cost of all 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, for the purpose of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys at law of the Mortgagee, or 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 pursuant to any such decree: 1. All the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, litigator's, 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 instrument 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 surplus 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 mortgage shall be null and void and Mortgagor will, within thirty (30) days after written demand therefor by Mortgagee, 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.

Patricia Rangel [SEAL] *Dolores Rangel* [SEAL]
PATRICIA RANGEL DOLORES RANGEL
Richard D. Toolis [SEAL] [SEAL]
RICHARD D. TOOLIS

STATE OF ILLINOIS

COUNTY OF *Cook*

I, *Her undersigned*, a notary public, in and for the County and State aforesaid, do hereby certify that *Patricia Rangel, Dolores Rangel* and *Richard D. Toolis* are personally known to me to be the same person whose name *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 *9th* day of *April*, A D 19*89*
Marilyn Fapperton
Notary Public
My Commission Expires *9/9/89*

DOC NO _____ Filed for Record in the Recorder's Office of _____ County, Illinois, on the _____ day of _____ A D 19____
at _____ o'clock _____ and duly recorded in Book _____ of _____ Page _____

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

This rider attached to and made part of the Mortgage between PATRICIA RANGEL AND DOLORES RANGEL AND RICHARD D. TOOLIS, Mortgagor, and WESTAMERICA Mortgagee, dated 04/ 9/86 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, 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 (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 rent, 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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Property of Cook County Clerk's Office

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RICHARD D. TOOLIS
Richard D. Toolis

Mortgagor DOLORES RANGEL
Dolores Rangel

Mortgagor PATRICIA RANGEL
Patricia Rangel

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

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

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

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