

# UNOFFICIAL COPY

87412319

87099266

87099266

LOAN #00029893 (0099)

State of Illinois

Mortgage

THIS MORTGAGE IS BEING RE-RECORDED TO  
CORRECT SPELLING OF BORROWER'S NAME

C.C.  
B.B.

This Indenture, made this 9TH day of FEBRUARY 19 87, between

CAPITAL BANK  
AS TRUSTEE UNDER TRUST NUMBER 608 DATED ~~NOVEMBER XXXX 1982~~  
OCTOBER 28, 1983

Mortgagor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION  
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 THREE THOUSAND FOUR HUNDRED TWENTY ONE AND 00/100

Dollars (\$ 63,421.00) payable with interest at the rate of NINE AND ONE-HALF  
per centum ( 9.500 % ) 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, SUITE 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

FIVE HUNDRED THIRTY THREE AND 28/100

Dollars (\$ 533.28

of APRIL 1 19 87, 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

MARCH 2017

Now, Therefore, the said Mortgagor, for the better securing of the payment of 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 situated, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 43 AND THE WEST 5 FEET OF LOT 44 AND THE EAST 1 FOOT OF LOT 42 IN BLOCK 7  
IN BRITTON'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3,  
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

4214 W. POTOMAC, Chgo

TAX ID # 16-03-225-036 all AFOJ2

ALSO KNOWN AS:  
4214 WEST POTOMAC  
CHICAGO, ILLINOIS 60651



DEPT-41 RECORDING \$14.00  
789444 FROM 0372 02/19/87 15:24:00  
#7447 # D 16-03-225-036  
COOK COUNTY RECORDER

This form is used in connection with mortgages insured under the one-to-four-family programs of the National Housing Act which require a One-To-Four Mortgage Insurance Premium payment (including sections 203(b) and in accordance with the regulations for those programs

LAND TITLE CO. P.O. Box L 400758-CY / 1-888-400-7588

87412319  
87099266

87099266

(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, plus taxes and assessments next due on 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

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:

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt, in whole or in part on any installment due date.

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 improvement situated thereon, so long as the Mortgagee 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.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or encumbrance 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 Mortgagee.

To keep said premises in good repair, and not to do so, 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 situated, upon the Mortgagee 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 for such amounts, as may be required by the Mortgagee.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by favor of and in form acceptable to the Mortgagee, in event of loss Mortgagee will give immediate notice by mail to the Mortgagee

And as 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.

At the time the Mortgagee acquires the property 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.

And if the Mortgagee shall apply, at the time of the commencement of such proceedings or hereafter, or if the Mortgagee acquires the property otherwise hereafter, the Mortgagee shall apply, at the time of the mortgage resulting in a public sale of the premises covered hereby, or if there shall be a default under any of the provisions of this mortgage, to pay to the Mortgagee, when due, when the same shall become due and payable, then the Mortgagee 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 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 all the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph.

And if the Mortgagee shall pay to the Mortgagee, when due, when the same shall become due and payable, then the Mortgagee 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, when the same 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 Mortgagee 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 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 all the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph.

If the total of the payments made by the Mortgagee 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 Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee 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 Mortgagee 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 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 all the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the 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.

- (b) All payments mentioned in the preceding subsection 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 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;
  - (iii) amortization of the principal of the said note; and
  - (iv) late charges.

67066028

87412319

# UNOFFICIAL COPY

A. B.

Witness the hand and seal of the Mortgagor the day and year first written.

CAPITAL BANK AS TRUSTEE UNDER TRUST NUMBER 608 DATED ~~NOVEMBER 10, 1983~~ OCTOBER 28, 1983

Capitol Bank And Trust Of Chicago

as Trustee, of aforesaid, and for personally.

By [Signature] (Assistant Trust Officer)

ATTEST BY [Signature] (Assistant Trust Officer)

Stat  
Cou  
a/cr

STATE OF ILLINOIS } SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public for the County and State aforesaid, DO HEREBY CERTIFY, that the above named (Assistant) Trust Officer and (Assistant) Trust Officer of Capitol Bank And Trust Of Chicago, an Illinois banking corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth and the said (Assistant) Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as his free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16<sup>th</sup> day of February, 1987

Barbara A. Janowski  
Notary Public

My Commission Expires:

May 2, 1988

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

MAIL TO [Arrow]

WESTAMERICA MORTGAGE COMPANY  
850 E. ALGONQUIN, SUITE 102  
SCHAUMBURG, IL 60173

SEPT-91 RECORDING \$15.96  
184444 TRAN 1336 87/27/87 14:58:00  
35052 # D \*-37-412319  
COOK COUNTY RECORDER

15<sup>00</sup> MAIL

87099266 87412319

87412319

SEE ATTACHED ASSUMPTION RIDER

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. Whichever used, the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

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.

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' fees, advertising, sale, and conveyance, including attorneys' fees, and cost of said abstract and examination of title; (2) all the costs 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; and (4) all the said principal money remaining unpaid. The surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

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, thereby by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, 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.

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 The Event that the whole or 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 Mortgagee or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises 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

In The Event of default in making any monthly payment provided for herein and in the note secured hereby 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 stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And In The Event that the whole or 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 Mortgagee or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such applications for appointment of a receiver, or for an order to place Mortgagee in possession of the premises 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 Mortgagor Further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY days subsequent to 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 dated SIXTY days

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a 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 Note secured hereby remaining unpaid, are hereby assigned by the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor 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 Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

87412319 99266028

# UNOFFICIAL COPY

87.079 CASE# 41374755440 -  
LOAN #00029893 (0099)

## FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 9TH day of FEBRUARY 19 87 . amends the  
Mortgage, Deed of Trust of even date by and between

\* CAPITAL BANK  
AS TRUSTEE UNDER TRUST NUMBER 608 DATED ~~NOVEMBER 11, 1983~~ OCTOBER 28, 1983

*P.B. C.C.*  
\*CAPITOL

. hereinafter referred to as Mortgagor, and  
WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION

. hereinafter referred to as Mortgagee, as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF.

\* CAPITAL BANK  
AS TRUSTEE UNDER TRUST NUMBER 608 DATED ~~NOVEMBER 11, 1983~~ OCTOBER 28, 1983

*P.B. C.C.*  
\*CAPITOL

HAVE set THEIR hand(s) and seal(s) the day and year first aforesaid.

*cc.*  
CAPITAL BANK  
AS TRUSTEE UNDER TRUST NUMBER 608 DATED ~~NOVEMBER 11, 1983~~ OCTOBER 28, 1983 [Seal]

By: *[Signature]*  
Assistant Trust Officer [Seal]

Attest:  
BY: *[Signature]* [Seal]

Signed, sealed and delivered Assistant Trust Officer  
in the presence of

\_\_\_\_\_ [Seal]

87412319

87099266

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87099266