

State of Illinois

15.00

PT 7-09-053

This Indenture, made this 30TH day of OCTOBER, 19 87, between MARY ANN GREEN, A SINGLE WOMAN

, 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

NINETY TWO THOUSAND SIX HUNDRED FORTY ONE AND 00/100 Dollars (\$ 92,641.00) payable with interest at the rate of ELEVEN per centum ( 11.000 %) 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

EIGHT HUNDRED EIGHTY TWO AND 24/100

Dollars (\$ 882.24 )

of DECEMBER 1, 19 87, and a like sum on the first day of each and every month thereafter until this 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 NOVEMBER, 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 Warranty 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 KOESTER AND ZANDER'S WEST IRVING PARK SUBDIVISION OF LOTS 3 AND 4 IN CIRCUIT COURT OF COMMISSIONERS PARTITION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 AND THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 (EXCEPT THE NORTH 20 ACRES THEREOF) OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-21-218-032 VOLUME: 347

LOT 2 IN SCHUH AND SEIDL'S RESUBDIVISION OF LOT 5 (EXCEPT THE WEST 60 FEET AND EXCEPT THE EAST 30 FEET) IN KOESTER AND ZANDER'S GRAYLAND PARK ADDITION TO IRVING PARK, A SUBDIVISION OF LOT 1 OF CIRCUIT COURT COMMISSIONERS' PARTITION OF THE SOUTH HALF OF THE NORTH EAST QUARTER AND THE EAST HALF OF THE EAST HALF OF THE NORTH WEST QUARTER (EXCEPT THE NORTH 20 ACRES THEREOF) IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

FR. R.R./M.M.G./ R.G.

ALSO KNOWN AS: 4907 WEST GRACE CHICAGO, ILLINOIS 60641

Together with all and singular the tenements, hereditaments and appurtenances therunto 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.

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-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

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(a) A sum equal to the ground rents, if any, next due, plus the premiums that will 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 the Mortgagee 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 heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof 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.

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

And the said Mortgagee further covenants 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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

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 it a premises heretofore described.

And the said Mortgagee further covenants 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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(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 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; (2) interest on the note secured hereby; (3) amortization of the principal of the said note; and (iv) late charges.

And the said Mortgagee further covenants 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 Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

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

And the said Mortgagee further covenants 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 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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SEE ATTACHED ASSUMPTION RIDER

The undertakings, 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 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 approved by the court; collect and receive the rents, issues, and profits for the use of the premises hereinafter described; and employ other persons and expend legal 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 stationery and other expenses 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 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 solicitor's, and stationery and other expenses, including attorneys' fees, advertising, sale, and conveyance 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; and (4) all the said principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagee.**

**If Mortgagee 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, when this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all states or laws which require a release 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.**

**The Covenants Herein Contained shall bind, and the benefits hereof 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.**

**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 principal 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.**

**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 principal 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.**

**SIXTY**  
 subsequent to the date of the mortgage, declining to make said note and this mortgage being deemed consecutive prior to such time from the date of the mortgage, the Mortgagee or the holder of the note may, at its option, include all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the intelligibility 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.

**SIXTY**  
 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 dated subsequent to the date hereof) shall be eligible for insurance under the National Housing Act within

**SIXTY**  
 The Mortgagee Further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within

**SIXTY**  
 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 to the Mortgagee to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of

who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned in hereby authorized and 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 satisfaction or part 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.

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# UNOFFICIAL COPY

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

Mary Ann Green [Seal]  
MARY ANN GREEN

[Seal]

[Seal]

[Seal]

State of Illinois

County of Cook

I, the undersigned Mary Ann Green, a notary public, in and for the county and State aforesaid, Do Hereby Certify That

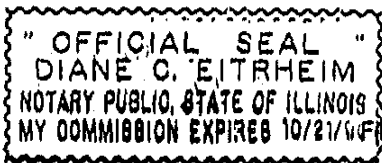
and his wife, personally known to me to be the same person whose name she subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 30 day

October, A.D. 19 87

Diane C. Eitheim

Notary Public



Dec. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

at

11 o'clock

m., and duly recorded in Book

of

page

PREPARED BY AND RETURN TO:  
WESTAMERICA MORTGAGE COMPANY  
17 WEST 635 BUTTERFIELD ROAD, SUITE 140  
OAKBROOK TERRACE, IL 60181

MAIL TO  
BOX 283



PT 7-09-053

# UNOFFICIAL COPY

8 7 6 0 FHA CASE# 132:5202751-703 - 203B  
LOAN #00041812 (0093)

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

This Rider, dated this 30TH day of OCTOBER 19 87, amends the  
Mortgage/Deed of Trust of even date by and between  
MARY ANN GREEN, A SINGLE WOMAN

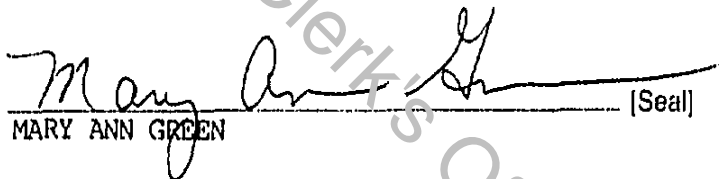
, hereinafter referred to as Mortgagor, and  
WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, 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,  
MARY ANN GREEN, A SINGLE WOMAN

HAS set HER hand(s) and seal(s) the day and year first aforesaid.

  
\_\_\_\_\_  
MARY ANN GREEN [Seal]

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

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

Signed, sealed and delivered  
in the presence of

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

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 NOV 10 PM 12:02

MAIL TO  
BOX 283

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Property of Cook County Clerk's Office

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