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82168329

1003 FMA Case No.

State of Illinois

Mortgage

131:4822942-703 - 203
LOAN #00031941(0097)

See side

406365ds 2062

This Indenture, made this 30th day of MARCH , 19 87 , betweenPEDRO ZUNIGA
MARIA E. ZUNIGA , HUSBAND AND WIFEWESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION
a corporation organized and existing under the laws of THE STATE OF COLORADO
Mortgagor.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

SIXTY THOUSAND ONE HUNDRED SIXTY AND 00/100
Dollars (\$ 60,160.00) payable with interest at the rate of NINE AND ONE-HALF
per centum (09.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor 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

SIX HUNDRED TWENTY EIGHT AND 21/100

Dollars (\$ 628.21)
of MAY 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
APRIL 2002 .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 Mortgagor,
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 56 IN FRICKE AND DOSES SUBDIVISION OF THE WEST 10 ACRES OF THE SOUTH 20
ACRES OF THE NORTH 43.30 ACRES OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 40
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

TAX # 13-36-106-015

88C8

ALSO KNOWN AS:
3115 WEST BELDEN AVENUE
CHICAGO , ILLINOIS 60647Together with all and singular the tenements, hereditaments and appurtenances thereto 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;
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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And as Additional Security for the payment of the additional amounts above all the rents, leases, and profits now due or which may hereafter become due for the use of the premises hereby assigned to the lessor.

accrued interest paragrapgh as a credit against the amount of principal
can remaineing unpaid under said note.

COMMUNICAMENTO DE SUAS PROCEDIMENTOS

Consequently, the amount of such indebtedness, credit to the account of Morrigaagar any balance remaining in the funds accumulated by the Government of India will be debited to the account of the Morrigaagar by the Government of India.

measures come from a wide variety of sources, such as the World Health Organization, the UN Environment Programme, and the International Energy Agency. The report also includes a detailed analysis of the potential impact of different policy measures on energy efficiency, greenhouse gas emissions, and economic growth.

Wavelengths under absorption (a) of the preceding paragraph shall

option of the Mortgagor shall be granted on application
payments to be made by the Mortgagor, or required to the
Mortgagor, however, the Mortgagor may be liable

amount of the payment actually made by the Moribago for ground rents, taxes, and assessments, or inheritance premiums, as the case may be, such excess, if the tenant is entitled to (the

II The total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount in which the principal and interest due on the note.

not to exceed four cents (4¢) for each dollar (\$1) for each payment made in China fifteen (15) days in arrears, to cover the extra expense incurred in handling additional drawings.

Patronymic shall, unless made good by the Mortgagor prior to the due date of the next such payment, consilium in and upon all default under this mortgage. The Mortgagor may collect it at his charge.

(iv) late charges.

(iii) Infraredance preformulae;
hazardous infraredation of the ordinary oil of the said oil; and
(iv) Interest on the total accrued hereby;

be applied by the Moriarty to the following lemma in the order set forth:

(b) All payments made or incurred in the preceding subsection of this paragraph shall be paid all payable under the note secured hereby shall be added together and the aggregate amount thereof paid by the payee in a single payment.

(a) A sum equal to the ground rent, if any, next due, plus the premium which will next become due and payable on delivery of the land or other hazard insurance covering the mortgaged property and also such additional amounts next due on the mortgaged property as assimilated by the Mortgagor less all sums already paid plus taxes and assessments next due on the mortgaged property and other hazards and insurances covering the mortgaged property and such additional amounts next due on the mortgaged property as assimilated by the Mortgagor less all sums already paid by the Mortgagor to the holder of the mortgage and held by him for the benefit of the Mortgagor.

And like said Mengragor further conveanals and agreeas as follows:
That Privago is resavred to pay the debi. In whola or in part
on any installement due date.

II is appropriate provided, however, (all other provisions of this memorandum to the contrary notwithstanding), that the Morigagao shall not be required nor shall it have the right to pay, discharges, or removes any tax, assessment, or tax lien upon its personal property described herein or any part thereof or the improve- ment situated thereon, so long as the Mortgagor shall, in good faith, contribute his same to 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 created and the sale or forfeiture of the said premises, or any part thereof to satisfy the same.

In cases of the reversal or negation of the Marlingager to make auch
play montag, or is salally any play like in which
such as or takes of assemblies on sally play
pragrams in good rapport, the Marlingager may play
and insurance premiums, which due and many
mimaki such capitals to the property herein made as in the
other direction it may doam necessary for the proper price/vallion
other, and any money so paid of expanded shall usually
much addditional indebtedness, secured by the moringage, to be
paid out of proceeds of the sale of the moringaged premises, if no
otherway paid by the Marlingager.

to be done, upon solid promises, anything that may impair the value of this instrument, or of the security intended to be afforded by virtue of its inscription, or of the right given to suffer any loss of mechanics man or materials men to attach to solid premises; to pay to the mortgagee, as a headmarter provided, until paid note is fully paid, (1) a sum sufficient to pay all taxes and assessments on solid premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the country, town, village, or city in which the said land is situated, upon the mortgagee or his heirs, executors, administrators, or personal representatives, during the continuance of such indebtedness, interest thereon at the rate of six percent per annum, and in such amount as may be required by the mortgagee.

To have and to hold the above-described premises, with the appurtenances and fixtures, until the said Mortgagor, his successors and assigns, deliver, for the purposes and uses to which said Mortgagor and his successors and assigns, under the terms of the Homestead Law, will be entitled to hold the same, and thereby, in virtue of the Homestead Law, to have all rights and benefits to which said Mortgagor does hereby, according to law, hold the same.

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who may make proof of loss if not made promptly by Mortgagor, 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.

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 Mortgagor 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.

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 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 **SIXTY** days' 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. Notwithstanding the foregoing, 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.

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 thereon, or, 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 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 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 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 suit, 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; 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 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 the conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand thereon 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.

SEE ATTACHED ASSUMPTION RIDER

62839128

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Page 4 of 4

MRO473/OMI 11:486



RECORDED AND RETURN TO:
WESTAMERICA MORTGAGE COMPANY
850 E. ALCONQUIN, SUITE 102
SCHAUMBURG, ILLINOIS 60173

PREPARED BY: LINDA FOSTER

at

O'clock

m., and duly recorded in Book

of

Page

County, Illinois, on the day of A.D. 19

Doc. No.

Filed for Record in the Recorder's Office of

MY COMMISSION EXPIRES 8/6/90

NOTARY PUBLIC, STATE OF ILLINOIS

DAVYN M. SAWYER

OFFICIAL SEAL

8/6/90 Notary Public

Given under my hand and Notarial Seal this

free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead,
signed, sealed, and delivered the said instrument as follows:
person and acknowledged that this willie personally known to me to be the same
subscribed to the foregoing instrument, appeared before me this day in
and signed, sealed, and delivered the said instrument, appreared before me this day in
a notary public, in and for the County and State
of Illinois, Do hereby certify that the instrument is in due form.

State of Illinois
County of Clark

(Seal) (Seal)

PEDRO ZURICA PEDE RO C 20 N 6-A
(Seal) MARIA L. ZURICA
(Seal) Linda L. Sawyer
(Seal)

Witnesses who have signed and sealed this Mortgage, the day and year first written.

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FHA CASE #7314822942-703-203
LOAN #00031941 (97)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 30TH day of MARCH 19 87, amends the Mortgage/Deed of Trust of even date by and between

PEDRO ZUNIGA
MARIA L. ZUNIGA, HUSBAND AND WIFE

, 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 cloiso, 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,

PEDRO ZUNIGA
MARIA L. ZUNIGA, HUSBAND AND WIFE

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

COOK COUNTY RECORDING

PEDRO ZUNIGA [Seal]

522594-A # 4-97-163529

MARIA L. ZUNIGA [Seal]

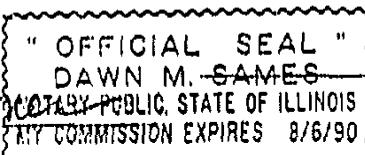
144.25 DEPT-01 RECORDING

MARIA L. ZUNIGA [Seal]

[Seal]

Signed, sealed and delivered
in the presence of

Dawn M. SAMES



[Seal]

3115 WEST BELDEN AVENUE
CHICAGO, ILLINOIS 60647
TAX #13-36-106-015

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