\$15,25

#### UNOFFICIAL CC

State of Illinois

Mortgage

THA Clase No. 7

131:4937983-703 - 203B LOAN #0035120 (0096)

This indenture, made this

27TH APRIL day of

, 19 87

, between

ROLAND W. VULETICH

MARGARET VULETICH, HUSBAND AND WIFE

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, Mortgagor, and

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

TWENTY NINE THOUSAND NINE HUNDRED NINETY EIGHT AND 00/100

Dollars (\$ 29,998.00

payable with interest at the rate of NINE

%) par annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its per centum ( 09.000 office in 7900 EAST UNION AVENUE, SUITE 500

DENVER, CO 80237

other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDRED FORTY ONE AND 37/100

Dollars (\$ 241.37

JUNE 1 , and a like succent the first day of each and every month thereafter until the note is ally paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

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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 situate, lying, and being in the county of and the State of Illinois, to wit:

LOT 25 IN BLOCK 7 IN GOLDEN MEADOWS UNIT NO. 2, BEING A RESUBDIVISION OF A PART OF THE WEST 12 OF THE NORTHEAST 14 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLICOIS.

> DEPT-01 RECORDING T#4444 TTOX 1255 04/30/87 09:52:00

> #1104 # D ※一87一230457

COOK COUNTY DECURDER

ALSO KNOWN AS: P.T.I.N. 32-23-253-025 M

1541 SENATOR LANE

EAST CHICAGO HEIGHTS, ILLINOIS 60411

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 plumbling 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 acceptance with the regulations for those programs.

HUD-92116M.1 (8-85 Edition) 24 CFR 203.17(a)

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and special assessments; and

by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be held mornth prior to the date when such ground rents, premiums, taxes therefort divided by the number of months to elapse before one bisq vasinated by the Mortgagee) less all sums already paid ilie and other hazard insurance covering the mortgaged property premiura that will next become due and payable on policies of (a) A sum equal to the ground rents, if any, next due, plus the

PLANTICE NOTTIAGE CONTAGE. :swns Bujwojjoj

lirst day of each month until the said note is fully paid, the secured hereby, the Mortgagor will pay to the Mortgagee, on the of principal and interest payable under the terms of the note alnemysq virthom edit, of notitibes of bre, with sediegol, tad T.

ALE BLEEDING WALLY UNIT VILLY BILLY OF THE BLEEDING WIRE TO

That privilege is reserved to pay the debt, in whole or in part

wid the said Mongagor further covenants and agrees as follows:

or any part (hereof to satisfy the same 35.55) sesiment biss ent to entiletrol to else entilers of the said premises proceedings crouding in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or legal etsingongas yd hoerent ytibilay ent no emes ent resimoo filist ment situated thereon so long as the Morlgagor shall, in good premises described herein or any part thereof or the improveor remove any lax; assessment, or tax lien upon or against the eegevon ent innt, (enibrasianny notwins), that the Montgagee and inchainst he had being being the high entreversity in the had being aint to anoisivon neutro (III) other provisions of this

ofherwise paid by the Mortgagor paid out of proceeds of the sale of the mortgaged premises, 'r p.3. inch additional indebtedness, secured by this mortgads to be thereof any moneys so: paid or expended shall or come so discretion it may deem necessary for the proper preservation make such repairs to the property herein mort gage a as in its sesessments, and linsurance premiums, when due, and may bremises in good repair, the Mortgagee in 1, 1 ay such taxes, that for laxes of assessments for said refless, of to keep said payments or to satisfy any prior lien or incumbrance other than in case of the relusal or neglect of the Mortgagor to make such

the Mortgagee.

forms of insurance, and in such amounts, as may be required by hous ni eegaghoM ent to thened en, to betuan ;asenbeidebri line be on said prei leve, during the continuance of said thereof) (2) a sum ser intent to keep all buildings that may at any land is slituate, upon the Mortgagor on account of the ownership of illinois, or of the county, town, village, or city in which the said etal? ent le vinentus yd beivel ed yam fant memesessano xaf yns seziment to pay all texas and assessments on said premises, or as hereinafter provided, until said note is fully paid, (1) a sum of aftile in setument, not to said premises; to pay to the Mortgagee, value thereof, or of the security, intended to be effected by virtue

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To keep said premises in good repair, and not to do, or permit

And Said Mortgagor covenants and agrees:

expressly release and walve. which said rights and benefits to said Mortgagor does hereby vicue of the Homestead Exemption Laws of the State of Illinois, herein sectority, free from all rights and benefits under and by secossous and assigns, forever, for the purposes and uses

sti , eegaprom biss ent oinu (seruxit bris seonsneringga To Have and to Hold the above-described premises, with the

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

t tripe and with an extraktion accomplished in the property in the contraction of the people of the contraction of the contract hereafter become due for the use of the r. emises hereinabove Morigagee all the rents, issues, and profit now due or which may indebtedness storesaid the Mortga tor Joes hereby assign to the And as Additional Security to the payment of the

elon bire i bnu bleqnu gninismer nedi preceding paragraph as a virial against the amount of principal remaining in the funds accumulated under subsection (a) of the at the time the property is otherwise acquired, the balance then

commencement of each proceedings or default, the Mort Jagee shall apply, at the time of the mondess a ulting in a public sale of the premises covered hereby, or if the Mondagee acquires the property officerwise If there is all be a default under any of the provisions of this nude 11 e provisions of subsection (a) of the preceding paragraph. The Mortgagor any balance remaining in the funds accumulated computing the amount of such indebtedness, credit to the accept entire indebledness represented thereby, the Mortgagee shall, M the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the assessments, or insurance premiums shall be due. If at any time or before the date when payment of such ground rents, taxes, Mortgagee any amount necessary to make up the deficiency, on become due and payable, them the Mongagor shall pay to the insurance premiums; as the case may be, when the same shall not be sufficient to pay ground rents, taxes, and assessments, or Mortgagor under subsection (a) of the preceding paragraph shall Mortgagor, If, however, the monthly payments made by the payments to be made by the Mortgagor, or refunded to the option of the Mortgagor, shall be credited on subsequent as the case may be, such excess, if the loan is current, at the ground rents, taxes, and assessments, or insurance premiums, amount of the payments actually made by the Mortgages for anpaection (a) of the preceding paragraph shall exceed the If the total of the payments made by the Mortgagor under

involved in handling delinquent payments. more than titleen (15) days in arrears, to cover the extra expense not to exceed four cents (4¢) for each dollar (\$1) for each payment under this mortgage. The Mortgagee may collect a "late charge" \* due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

(iv) late charges.

(iii) amortization of the principal of the said note; and

(ii) interest on the note secured hereby; PARKINGTON SOLUTION OF hazard insurance premiums;

(i) ground rents, if any, taxes, special assessments, fire, and other ે કે જ આ ઉપાંતિ ફુટ્યું તોમણો કે જ કે છે. જમેં તમુ કેઇક જાઈ, જાઈ છ

be applied by the Mortgagee to the following items in the order set shall be paid by the Mortgagor each month in a single payment to hereby shall be added together and the aggregate amount thereof paragraph and all payments to be made under the note secured (b) All payments mentioned in the preceding subsection of this

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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 toreclosure 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 ecured hereby remaining unpaid, are hereby assigned by the Trigagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured ner by, whether due or not.

The Mortgagor Further Asia that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXIY days from the date hereof (written statement of any officer of the Department of Housing and Urban Development 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 sucl ineligibility), the Mortgagee or the holder of the note may, at a 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 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 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 cursuance of any such decree: (1) All the costs of such suit or, suits, advertising, sale, and conveyance, including attorneys', soliciture', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys 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 hare by 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, uncarthis conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor notety 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

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2FHA CASE# 43154937983-703 - 203B LOAN #00035120 (0096)

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

This Rider, dated this 27TH day of APRIL Mortgage/Deed of Trust of even date by and between ROLAND W. VULETICH MARGARET VULETICH, HUSBAND AND WIFE

19 87 , amends the

, herein after referred to as Mortgagor, and WESTAMERICA MORTCAGE 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 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, ROLAND W. VULETICH MARGARET VULETICH , HUSBAND AND WIFE

HAVE

set

THEIR

hand(s) and seal(s) the day and year first aforesald.

ROLAND W. VULETICH

DTI argaret Tuletech [Seal]

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

Signed, sealed and delivered in the presence of

\_\_\_\_ [Seal]

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