State of Illinois

Mortgage

131:4963665-703 - 203B LOAN #00036033(0096)

This Indenture, made this

15 PH day of

MAY

19 87 , between

CAROLYN A. HOOKER , DIVORCED AND NEVER SINCE REMARRIED

, 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 FIVE THOUSAND SIX HUNDRED ONE AND 00/100

Dollars (\$

65,601.00 payable with interest at the rate of TEN AND ONE-HALF

per centum (

10.500 %) per a journ on the unpaid balance until paid, and made payable to the order of the Mortgagee at its

office in

7900 EAST UNION WENUE, 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 AND 08/100

Dollars (\$

600.08

of JULY 1 , 19 87 , and a like surron the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, it not sooner paid, shall be due and payable on the first day of

JUNE

777734016 to

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

LOT 23 IN GLADVILLE'S SUBDIVISION OF THAT PART OF THE NORTHLAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EACH OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF MAIN STREET (EXCEPT THE EAST 312 FEET OF THE WEST 342 FEET OF THE SOUTH 360 FEET OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

COOK COUNTY, IL: INDIS FILED FOR RECOPS

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ALSO KNOWN AS: P.T.I.N. 29-31-407-001 77 1669 LINDEN ROAD

1669 LINDEN ROAD HOMEWOOD , ILLINOIS

60430

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.

This form is used in connection with mortgages insured under the one- to lour-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.

MR0473/DM 12:86

Page 1 of 4

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

BOX 327

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 mornitiprior to the date when such ground rents, premiums, taxes the fexes and pessegnations are already and according to the mongaged property (all as estimated by the Mongagee) less all sums already paid and ender of allowed the mongaged property and an area of the mongaged property and are already are already and are already and are already are already are already are already and are already are already are already are already are already and are already are already are already are already are already and are already a the and other hazard insurance covering the mortgaged property. premitting that will next become due and payable on policies of edi sulq , edual to the ground rents, if any, next due, plus the

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first day of each month until the said note is fully paid, the of principal and inferest payable under the terms of the note secured hereby the Mortgages, on the anemyer yintinom ent. of notitible ni bas, fiftin sentegat, and

on any installment due date.

They nine slow in the debt of payress is againful art.

And the said Mortgagor further covenants and agrees as follows:

emes ent yieltes of foerent fried yms to lien so contested and the sale or torieiture of the said premises shall operate to prevent the collection of the tax, assessment, or faith contest the same of the validity thereof by appropriate legal premises described herein or any part thereof or the improveor remove any tex; assessment, or tax lien upon or against the atiall not be required nor shall it have the right to pay, discharge, mongage to the configury notwithstanding, that the Mongagee It is expressly provided, however (all other provisions of this

otherwise paid by the Mortgagor. paid out of proceeds of the sale of the mortgaged premises, in not much additional indebtedness, secured by this montago, 'v. be thereof; and any moneys so paid or expended shall be one so discretion it may deem necessary for the proper preservation all ni as negaginom niereri ynegorg erif of arisger housierism yem bas (cu., nerlw ; smulmerd echeriteri bas ; stremseeese premises in good repair the Morigages may by y such taxes, Har lor taxes or assessments on said r er ses, or to keep said perments or to exitely any piror lien or a numbrance other than in case of the refusal or neglect of his Mortgagor to make such

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forms of insurance, and in soot, amounts, as may be required by ime be on said premise. Juring the continuance of said indebtedness, insured for the benefit of the Mortgagee in such yns is ysm tsrif egnibliud lis qeek of frock in a musis (S); foererif and is situate, upon the Mortgagor on account of the ownership of illinois, or of the county, town, village, or city in which the said eny tex or essessment that may be levied by authority of the State uncient to pay all taxes and assessments on said premises, or muz & (f) ,bisq yllut si ston biss litru ,bebivorg teftsnier eegaghoM ent of yaq of ; sealment bias of charts of nem lateran of this instrument; not to suffer any lien of mechanics men or value thereof, or of the security intended to be effected by virtue The teach said pre-misses in good repair, and not to do, or permit to be done upon said pre-misses, anything that may impair the

THE SERG MOLIDEBOL CONSULT BUY BOLGES:

estejej kejeste sug majne "estejej Ajssaidxe yderen seob rogagnoM bias of stillened bias strigit bias ribirky. rithing of the Homestead Exemption Laws of the State of Illinois, thereig set forth, free-from all rights and benefits under and by successors and assigns, forever, for the purposes and uses shi ,eegagnow bias entronn ,senutati bna seonamenuqqee, its ent ritim, sestiment bedinoseb-evods ent blobs of him every

Rondagor will give immediate notice by mail to the Montgage tavor of and inform acceptable to the Mortgages' in event of loss the Mortgagee and have attached thereto loss payable clauses in Mongages and the policies and renewals thereof shall be held by ent yo bevorage seinsomos ni beinso ed listis egginusni for payment of which has not been made hereinbefore. All bromptly, when due, any premiums on such insurance provision such periods as may be required by the Mortgagee and will pay hazards, casualties and contingencies in such amounts and for from time to time by the Mortgages against loss by the and other erected on the mortgaged property, insured as may be required That He Will Keep the improvements now axisting or hereafter

qescijpeq siyit siyas ilgaharası in peqijəsəp hereafter become due for the use of the pramises hereinabove Mortgagee all the rents, issues, and prr its now due or which may ent of ngissa yderen seo. To septiom ent bisserots assenbendebni And as Additional Security or the payment of the

eton L'es, abnu bisquu gninismen nerti, preceding paragraph as a checkfinagainst the amount of principal remaining in the funds accumulated under subsection, (a) of the at the time the projecty is otherwise acquired, the balance then .. commencemient of et proceedings of default, the 1 fortrages shall apply, at the time of the hereby, or it the thorigages acquires the property otherwise after mondage resulting in a public sale of the premises covered sinh to anoisivory entrito yas rebrui flusteb a ed il inte e entrit nuger the provisions of subsection (a) of the preceding paragraph. of the Mortgagor any balance remaining in the funds accumulated computing the amount of such indebtedness, credit to the account entire indebtedness represented thereby, the Mortgagee shall, in the provisions of the note secured hereby, full payment of the the Mortgagor shall tender to the Mortgages; in accordance with assessments, or insurance premiums shall be due. If at any time or before the date when payment of such ground rents, taxes, Morigages any amount necessary to make up the deficiency, on pecome due and payable; then the Mortgagor shall pay to the lishe same and nerwited year esso eithe same same shall not be sufficient to pay ground rents, taxes, and assessments, or Modgagor under subsection (a) of the preceding paragraph shall Morigagor 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 Mongages force! subsection (a) of the preceding paragraph shall exceed the

Tebriu rogegooli erityd ebam sinemysg erit to latot erit il sinemysed ineupnileb gallbash ni bevloval The fifteen (15) days in alreads, to cover the extra expension not to exceed four cents (4¢) for each dollar (\$1) for each payment "legrand etal" a toelloo yam eegagnoM enT egagnom zint jebru. due date of the next such payment, constitute an event of default. payment shall, unless made good by the Mongagor 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;

hazard insurance premiums;

(I) ground rents, if any, taxes, special assessments, fire, and other **Louis** ar substitut of abdition partition. The second and the second

be spolied by the Mortgagee to the following items in the order set shalf be paid by the Mortgagor each month in a single payment to loster! Innoms sisgetges ent bna rentegot beobs ed lishs ydeten paragraph and all payments to be made under the note secured (d) 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 loreclosure 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 Notal secured hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured nersby, whether due or not.

The Mortgagor Further Agree that should this mortgage and the note secured hereby not be eligible for insurance under the

National Housing Act within SIXTY day

from the date hereof (written statement of any officer of the Department of Housing and Urban Development of authorized agent of the Secretary of Housing and Urban Development dated SIXTY

subsequent to the SIATI 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 it
option, declare all sums secured thereby/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 toreclose 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 Mortgager 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 stills 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; (2) all the accrued interest remaining unpaid on the indebtedness has by secured; and (4) all the said principal money remaining unpaid (1) 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, the this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, exercise a release or satisfaction of this mortgage, and Mortgagor herely waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

the 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

Page 3 of 4

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6 FIA CASE 131:4963665-703 - 203B

LOAN #00036033 (0096)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 15TH day of MAY

Mortgage/Deed of Trust of even date by and between

CAROLYN A. HOOKER , DIVORCED AND NEVER SINCE REMARRIED

19 87 , amends the

, he einafter referred to as Mortgagor, and WESTAMERICA MUNICAGE 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,

CAROLYN A. HOOKER , DIVORCED AND NEVER SINCE REMARRIED

HAS	set	HIS/HER	hand(s) and seai(s) the day and year first aforesaid.
		CAROL	Mayna, Mooker [Seal]
		·	[Seal]
Signed, sealed and in the presence of	delivered		[Seal]
Dues	John		[Seal]

" OFFICIAL SEAL "
KAREN MOHAN
HOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/12/80

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