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87286732

3 7 2 8 5 7 FHA Case No.

State of Illinois

Mortgage

131:4923672-748 - 203B
LOAN #00034892(0097)

EXONERATION CLAUSE IS ATTACHED TO THIS INSTRUMENT AND MADE A PART HEREOF
409189
5015

This Indenture, made this 21ST day of MAY, 19 87, between
FIRST NATIONAL BANK IN CHICAGO HEIGHTS
AS TRUSTEE UNDER TRUST NUMBER 6453 DATED MAY 13, 1987

, 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

THIRTY FIVE THOUSAND THREE HUNDRED SEVENTY NINE AND 00/100

Dollars (\$ 35,379.00) 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 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

THREE HUNDRED SIXTY NINE AND 44/100

Dollars (\$ 369.44)

of JULY 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 JUNE 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 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 17 IN BLOCK 1 IN BEACON HILLS, A SUBDIVISION OF PART OF SECTION 19, 20, 29 AND 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1960 AS DOCUMENT NO. 17748392, IN COOK COUNTY, ILLINOIS.

TAX ID # 32-30-107-048 TP

CEO

ALSO KNOWN AS:
607 ANDOVER STREET
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 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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(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 the following name in the order set forth:

(1) 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.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the due 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 (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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, 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 hereby, full payment of the amount of such indebtedness, credit to the account of the Mortgagee any balance remaining in the funds accumulated under subsection (a) of the preceding paragraph, or if there shall be a default under any of the provisions of this mortgage existing in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or

at the time the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal 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 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.

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 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.

To Have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Mortgagee does hereby expressly release and waive.

And said Mortgagee covenants and agrees:

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

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, at 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 be deemed 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.

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.

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.

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:

(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

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

FIRST NATIONAL BANK IN CHICAGO HEIGHTS [Seal] _____ [Seal]
AS TRUSTEE UNDER TRUST NUMBER 6453 DATED MAY 13, 1987

ATTEST: Lillian Gnaster [Seal] Administrative Assistant By: Donna Willwerscheid [Seal] Assistant Trust Officer

State of Illinois
County of Cook

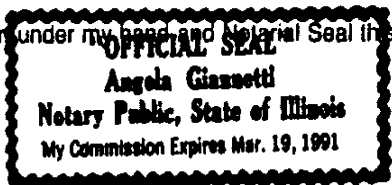
EXONERATION CLAUSE IS ATTACHED
HERE TO AND MADE A PART HEREOF.
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I, Angela Giannetti, a notary public, in and for the county and State
of Cook, Do Hereby Certify That Donna Willwerscheid, Assistant Trust Officer

and Lillian Gnaster, Administrative Assistant, ~~known~~ personally known to me to be the same
person whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that they signed, sealed, and delivered the said instrument as
their 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 official Seal this

21st day May, A.D. 19 87



Angela Giannetti

Notary Public

Doc. No.

Filed for Record in the Recorder's Office of

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

_____ o'clock _____ m., and duly recorded in Book _____ of _____ page _____

COOK COUNTY RECORDER
#0596 # 9 28-732
#1111 TRUSTS 05/26/87 07:58:00
DEPT-01 RECORDS \$17.25

PREPARED BY RECORD AND RETURN TO: LINDA FOSTER

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



17.05

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EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by the First National Bank in Chicago Heights, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on the First National Bank in Chicago Heights or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 6453

By Thomas J. Williams
Asst. Trust Officer

87286732

IN SENATE
 FEBRUARY 11, 1903
 REPORT
 OF THE
 COMMISSIONERS OF THE LAND OFFICE
 CONCERNING THE
 LANDS BELONGING TO THE STATE OF ILLINOIS
 AND THE
 LANDS BELONGING TO THE UNITED STATES
 IN THE STATE OF ILLINOIS
 AND THE
 LANDS BELONGING TO THE STATE OF ILLINOIS
 AND THE
 LANDS BELONGING TO THE UNITED STATES
 IN THE STATE OF ILLINOIS

Property of Cook County Clerk's Office

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PRINTED BY THE
 STATE OF ILLINOIS
 AT THE
 STATE PRINTING OFFICE
 SPRINGFIELD, ILLINOIS
 1903

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8 7 2 8 6 7 3 2
FHA CASE# 131-4923672-748 - 203B
LOAN #00034892 (0097)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 21ST day of MAY 19 87, amends the
Mortgage/Deed of Trust of even date by and between

FIRST NATIONAL BANK IN CHICAGO HEIGHTS
AS TRUSTEE UNDER TRUST NUMBER 6453 DATED MAY 13, 1987

, 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,

FIRST NATIONAL BANK IN CHICAGO HEIGHTS
AS TRUSTEE UNDER TRUST NUMBER 6453 DATED MAY 13, 1987

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

FIRST NATIONAL BANK IN CHICAGO HEIGHTS
AS TRUSTEE UNDER TRUST NUMBER 6453 DATED MAY 13, 1987 [Seal]

By: Thomas W. Illenweiss [Seal]
Assistant Trust Officer

ATTEST: Silvia Braster [Seal]
Administrative Assistant

Signed, sealed and delivered
in the presence of

Jean M. Gusew [Seal]
607 ANDOVER STREET
CHICAGO HEIGHTS, ILLINOIS 60411
32-30-107-048

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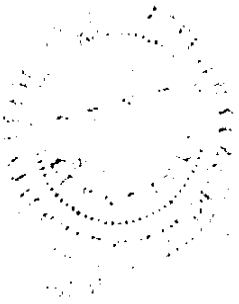
EXONERATION CLAUSE IS ATTACHED
HEREIN AND MADE A PART HEREOF.

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9th Street, St. Louis, Mo.

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EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank in Chicago Heights or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

First National Bank in Chicago Heights,
Not Individually, but solely as Trustee
under Trust No. 6453

By Donna Wilbur
Asst. Trust Officer

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