

State of Illinois

# Mortgage

This Indenture, made this 1ST day of SEPTEMBER, 19 88, between  
DAVID A. BECK, 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

TWENTY SEVEN THOUSAND EIGHT HUNDRED EIGHTEEN AND 00/100

Dollars (\$ 27,818.00 ) 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 14707 EAST SECOND AVENUE

AURORA, CO 80011

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

TWO HUNDRED SIXTY FOUR AND 92/100

Dollars (\$ 264.92 ), on the first

day of OCTOBER, 19 88, 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

SEPTEMBER, 2018.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the 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 situated, lying, and being in the county of

COOK and the State of Illinois, to wit:

LOT 20 IN BLOCK 8 IN HEGEWISH, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 AND THE WEST 165.88 FEET OF THE NORTH 1152.3 FEET OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 26-31-226-039

INL. INL.  
D. B.

ALSO KNOWN AS:  
13348/BURLEY 13348 SOUTH BURLEY AVENUE  
CHICAGO, ILLINOIS 60633

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.

88406792

Mortgagee, who may make proof of loss if not made in event of loss Mortgagee will give immediate notice by mail to the payable clauses in favor of and in form acceptable to the Mortgagee. These shall be held by the Mortgagee and have attached thereto loss companies approved by the Mortgagee and the policies and renewals not been made heretofore. All insurance shall be carried in any premiums on such insurance provision for payment of which has may be required by the Mortgagee and will pay promptly, when due, casualties and contingencies in such amounts and for such periods as time to time by the Mortgagee against loss by fire and other hazards, erected on the mortgaged property, insured as may be required from That He Will Keep the improvements now existing or hereafter

for the use of the premises heretofore described. 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

under said note. the funds accumulated under section (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid at the time the property is otherwise acquired, the balance then remaining in apply, at the time of the commencement of such proceedings or at the public sale of the property otherwise after default, the Mortgagee shall be a default in any of the provisions of this mortgage resulting in a provisions of subsection (a) of the preceding paragraph. If there shall Mortgagee or any balance remaining in the funds accumulated under the amount of such indebtedness, credit to the account of the indebtedness represented hereby, the Mortgagee shall, in computing Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire amount of such indebtedness, credit to the account of 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 become due and payable, then the Mortgagee 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 by the Mortgagee under subsection (a) of the preceding paragraph shall be credited to the Mortgagee. If, however, the monthly payments made or subsequent payments to be made by the Mortgagee, or excess, if the loan is current, at the option of the Mortgagee, shall be assessments, or insurance premiums, as the case may be, such payments actually made by the Mortgagee for ground rents, taxes, and

if the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments, to cover the extra expense involved in handling delinquent payments. The Mortgagee may collect a "late charge" not to exceed four percent (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.

- (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 Mortgagee to the following items in the order set forth:
shall be added together and the aggregate amount thereof shall be paid paragraph and all payments to be made under the note secured hereby (b) All payments mentioned in the preceding subsection of this

(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

each month until the said note is fully paid, the following sums: hereby, the Mortgagee will pay to the Mortgagee, on the first day of principal and interest payable under the terms of the note secured That, together with, and in addition to, the monthly payments of installment due date.

And the said Mortgagee further covenants and agrees as follows:

the said premises or any part thereof to satisfy the same. the tax, assessment, or lien so consigned and the sale of forfeiture of competent jurisdiction, which shall operate to prevent the collection of thereof by appropriate legal proceedings brought in a court of as the Mortgagee shall, in good faith, contest the same or the validity herein or any part thereof or the improvement situated thereon, so long be required nor shall it have the right to pay, discharge, or remove any mortgage to the contrary notwithstanding, that the Mortgagee shall not it is expressly provided, however (all other provisions of this

premises, if not otherwise paid by the Mortgagee. this mortgage, to be paid out of the proceeds of the sale of the mortgaged expended shall become so much additional indebtedness, secured by for the proper preservation thereof, and any moneys so paid or property herein mortgaged as in its discretion it may deem necessary insurance premiums, when due, and may make such repairs to the good repair, the Mortgagee may pay such taxes, assessments, and taxes or assessments on said premises, or to keep said premises in payments, or to satisfy any prior lien or incumbrance other than that for in case of the refusal or neglect of the Mortgagee to make such

insurance, and in such amount, as may be required by the Mortgagee. indebtedness, insured for the benefit of the Mortgagee in such form of may at any time be on said premises, during the continuance of said of the ownership thereof, (2) a sum sufficient to keep all buildings that or city in which the said land is situated, upon the Mortgagee on account levied by authority of the State of Illinois, or of the county, town, village, assessments on said premises, or any tax or assessment that may be said note is fully paid, (1) a sum sufficient to pay all taxes and said premises; to pay to the Mortgagee, as hereinafter provided, until not to suffer any lien of mechanics, material men or other persons; or of the security intended to be effected by virtue of this instrument; 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;

And Said Mortgagee covenants and agrees:

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

3 4 5 7 2

SEE ATTACHED ASSUMPTION RIDER

tion of the property. insurance, and other items necessary for the protection and preservation of the property. applied toward the payment of the indebtedness, costs, taxes, redemption, and such rents, issues, and profits which collected may be case of sale and a delinquency, during the full statutory period of said premises during the pendency of such foreclosure suit and, in Mortgagee with power to collect the rents, issues, and profits of the possession of the premises, or appoint a receiver for the benefit of the redemption, as a homestead, enter an order placing the Mortgagee in the same shall then be occupied by the owner of the equity of premises and without regard to the value of said premises or whether receiver, or for an order to place Mortgagee in possession of the secured hereby, at the time of such applications for appointment of a of the person or persons liable for the payment of the indebtedness under said Mortgage, and without regard to the solvency or insolvency sale, and without notice to the said Mortgage, or any party claiming which such bill is filed may at any time thereafter, either before or after mortgage, and upon the filing of any bill for that purpose, the court in the Mortgagee shall have the right immediately to foreclose this And in The Event that the whole or said debt is declared to be due,

payable. election of the Mortgage, without notice, become immediately due and remaining unpaid together with accrued interest thereon, shall, at the or agreement herein stipulated, then the whole of said principal sum after the due date hereof, or in case of a breach of any other covenant for herein and in the note secured hereby for a period of thirty (30) days In The Event of default in making any monthly payment provided

Housing and Urban Development. failure to remit the mortgage insurance premium to the Department of for insurance under the National Housing Act is due to the Mortgagee's this option may not be exercised by the Mortgagee when the ineligibility hereby immediately due and payable. Notwithstanding the foregoing, the holder of the note may, at its option, declare all sums secured being deemed conclusive proof of such ineligibility, the Mortgagee or date of this mortgage, declining to insure said note and this mortgage never time from the

SIXTY

Secretary of Housing and Urban Development or authorized agent of the from the date hereof (written statement) any officer of the Department Housing Act within SIXTY days

The Mortgagee Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National hereby, whether due or not.

Mortgagee to be applied by it on account of the indebtedness secured Mortgagee to the Mortgagee and shall be paid forthwith to the secured hereby remaining unpaid, etc. hereby assigned by the the full amount of indebtedness upon this Mortgage, and the Note proceeds, and the consideration for such acquisition, to the extent of power of eminent domain, or acquired for a public use, the damages That if the premises, or any part thereof, be condemned under any

insurance policies then in force shall pass to the purchaser or grantee. hereby, all rights, title and interest of the Mortgagee in and to any mortgaged property in extinguishment of the indebtedness secured in event of foreclosure of this mortgage or other transfer of title to the hereby secured or to the restoration or repair of the property damaged. Mortgagee at its option either to the reduction of the indebtedness and the insurance proceeds, or any part thereof, may be applied by the to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, hereby authorized and directed to make payment for such loss directly promptly by Mortgagee, and each insurance company concerned is

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.

It is Expressly Agreed that no extent on 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.

laws which require the earlier execution or delivery of such release or mortgage, and Mortgagee hereby waives the benefits of all statutes or demand therefor by Mortgagee, except to a release or satisfaction of this and void and Mortgagee will, within thirty (30) days after written covenants and agreements herein, then this conveyance shall be null and foreclosed and shall abide by, comply with, and duly perform all the

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 suits, 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 surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagee.

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 hereto 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.

Whensoever 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, and pay for and maintain such insurance as may be due on the said premises; pay for and maintain such insurance in such amount 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 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 hereto 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.

Whensoever 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, and pay for and maintain such insurance as may be due on the said premises; pay for and maintain such insurance in such amount 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 hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

262300488

# UNOFFICIAL COPY

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

X David A. Beck [Seal]  
DAVID A. BECK

[Seal]

[Seal]

[Seal]

88406792

State of Illinois

County of Cook

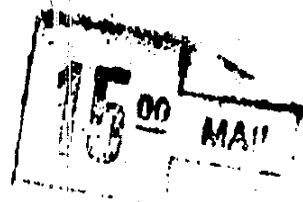
I, JOAN T. RAPP, a notary public, in and for the county and State of Illinois, Do Hereby Certify That DAVID A. BECK

and is his wife, personally known to me to be the same person whose name he subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his 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 1st day of September, A.D. 19 88

Joan T. Rapp  
Notary Public  
Comm expires 6/28/89

Doc. No. \_\_\_\_\_ Filed for Record in the Recorder's Office of \_\_\_\_\_ County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ page \_\_\_\_\_



DEPT-01 \$15.25  
T#1111 TRAN 5114 09/07/88 10:24:00  
#2297 # A \* -88-406792  
COOK COUNTY RECORDER

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



88406792

# UNOFFICIAL COPY

FHA/CASE# 31:5486487/748 - 203B  
LOAN #00048905 (0096)

703

INL. INL.

D. B.

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

This Rider, dated this 1ST day of SEPTEMBER 19 88, amends the Mortgage/Deed of Trust of even date by and between DAVID A. BECK, DIVORCED AND NEVER SINCE REMARRIED

, hereafter referred to as Mortgagor/Grantor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, hereafter referred to as Mortgagee or Holder of the Note, as follows:

The mortgagee or holder of the note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)

by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 months after the

date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

DAVID A. BECK, DIVORCED AND NEVER SINCE REMARRIED

HAS set HIS/HER hands(s) and seal(s) the day and year first aforesaid.

X David A. Beck [Seal]  
DAVID A. BECK

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

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

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

88406792

Signed, sealed and delivered in the presence of

Joan Lapp

# UNOFFICIAL COPY

6-10-2014 10:10:10 AM  
10/10/2014 10:10:10 AM

Property of Cook County Clerk's Office

10/10/2014