

UNOFFICIAL COPY

-88-189672 9 6

Case No.

131:5516616-703 /
LOAN #00050254 (0094)

State of Illinois

Mortgage

This Indenture, made this **22ND** day of **SEPTEMBER**, 19 **88**, between

DOMINGO A. GONZALEZ
CANDIDA GONZALEZ, HUSBAND AND WIFE
MINERVA SANTIAGO, A SINGLE WOMAN

, Mortgagor, and

WESTAMERICA 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

FIFTY NINE THOUSAND SEVEN HUNDRED THIRTY SIX AND 00/100

Dollars (\$ **59,736.00**) payable with interest at the rate of **TEN AND ONE-HALF** per centum (**10.500** %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor 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

FIVE HUNDRED FORTY SIX AND 43/100

Dollars (\$ **546.43**), on the first

day of **NOVEMBER**, 19 **88**, and 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

OCTOBER, 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 Warrant unto the Mortgagor, 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 14 IN VANNATTA'S SUBDIVISION OF SOUTH HALF AND THE EAST 142 FEET OF THE NORTH HALF AND WEST 8 FEET OF VACATED ALLEY EAST AND ADJOINING IN BLOCK 5 IN THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST QUARTER OF ABOVE) IN COOK COUNTY, ILLINOIS.

P.L.N. # 13-34-124-024

ALSO KNOWN AS:
4616 WEST MCCLEAN AVENUE
CHICAGO, ILLINOIS 60639

Together with all and singular the tenements, hereditaments and appurtenances therunto 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 (j)) in accordance with the regulations for those programs.

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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, and shall be liable for the cost of such insurance... The 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...

And as Additional Security for the payment of the indebtedness... That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note recurred 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:

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. And the said Mortgagee further covenants and agrees as follows: That the Mortgagee shall 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 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

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 premises and is situated, upon the Mortgagee 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.

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FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 22ND day of SEPTEMBER 19 88, amends the
Mortgage/Deed of Trust of even date by and between

DOMINGO A. GONZALEZ
CANDIDA GONZALEZ, HUSBAND AND WIFE
MINERVA SANTIAGO, A SINGLE WOMAN

, 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,

DOMINGO A. GONZALEZ
CANDIDA GONZALEZ, HUSBAND AND WIFE
MINERVA SANTIAGO, A SINGLE WOMAN

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

Domingo A. Gonzalez [Seal]
DOMINGO A. GONZALEZ

Candida Gonzalez [Seal]
CANDIDA GONZALEZ

Minerva Santiago [Seal]
MINERVA SANTIAGO

_____ [Seal]

Signed, sealed and delivered
in the presence of

[Signature]

-88-439672

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602

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100 N. LAUREL ST. CHICAGO, IL 60602

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602

Property of Cook County Clerk's Office

88-190015

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602

SIDE ATTACHED ASSUMPTION RIDER

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, and the singular, and the masculine gender shall include the feminine.

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.

And the Mortgagor shall pay said note at the time and in the manner hereinafter provided, and shall comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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 sale or sale, advertising, sale, and conveyance, including attorneys', solicitors', and abstractor's fees, and examination of title; (2) All the moneys advanced by the Mortgagor, 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 Mortgagor.

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 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.

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 Mortgagee or others upon such terms and conditions, other 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 heretofore described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in The Event that the whole or said debt is charged 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 Mortgagee, or any party claiming under said Mortgagee, 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 holder, or appoint a receiver for the benefit of the Mortgagee, or the premises, or appoint a receiver for the benefit of the Mortgagee 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.

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.

The Mortgagor further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within the time specified in the Department of Housing and Urban Development, it shall be deemed that the Mortgagor has failed to secure the mortgage insurance premium to the Department of Housing and Urban Development.

SIXTY
The Mortgagor further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within

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The Mortgagor further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid to the Mortgagor shall be the full amount of the condemnation proceeds, and the consideration for such acquisition, to the extent of the full amount of the 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.

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

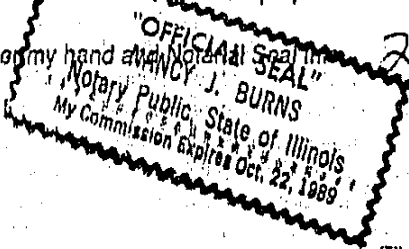
Domingo A. Gonzalez [Seal] Candida Gonzalez [Seal]
 DOMINGO A. GONZALEZ CANDIDA GONZALEZ
Minerva Santiago [Seal] _____ [Seal]
 MINERVA SANTIAGO

State of Illinois

County of COOK

I, UNDERSIGNED, a notary public, in and for the county and State
 aforesaid, Do Hereby Certify That DOMINGO A GONZALEZ & CANDIDA
GONZALEZ his WIFE & MINERVA SANTIAGO, a
SPINSTER

and _____, his wife, personally known to me to be the same
 person whose names ARE 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 seal this 22 day of Sept A.D. 88

J. Burns Notary Public

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 _____

DEPT. OF RECORDING \$15.25
 T4222 TRN 9527 09/26/88 11:01:00
 #5470 S.F. *88-439672
 COOK COUNTY RECORDER



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

88-439672

88439672

15 Mail