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State of Illinois

Mortgage

FHA CASE NO
131:5578895-734 / 234C
LOAN #00052363(0092)

88549227

PT 8-10 1940

This Indenture, Made this 23RD day of NOVEMBER, 19 88 between

THOMAS K. HANEKAMP
NADA V. HANEKAMP, HUSBAND AND WIFE

15.00

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

NINETY THOUSAND FIFTY AND 00/100
Dollars (\$ 90,050.00)

payable with interest at the rate of TEN AND ONE-HALF per centum (10.50%)

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

EIGHT HUNDRED TWENTY THREE AND 72/100
Dollars (\$ 823.72) on the first day of JANUARY, 19 89, and a like sum of 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 DECEMBER, 20 18

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 wit:

UNIT NO. 2DS TOGETHER WITH AN UNDIVIDED 2.7054% PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE SANCTUARY OF OAK PARK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 25992313, IN THE FOLLOWING DESCRIBED REAL ESTATE; THE EAST 82.33 FEET OF LOT 3 IN BLOCK 6 IN KETTLESTRING'S ADDITION TO HARLEM, SAID ADDITION BEING A SUBDIVISION OF THE NORTH PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE NORTH 172-1/2 FEET OF LOT 4 IN S. P. SKINNER'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 7 AFORESAID ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 16-07-120-032-1018

COOK COUNTY REC'D

NOV 30 AM 10:54

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ALSO KNOWN AS:
1033 WEST ONTARIO STREET #2DS
OAK PARK, ILLINOIS 60302

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 provide for periodic Mortgage Insurance Premium payments.

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Section 17-100

to have and to hold the above-described premises, with the appointments 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 the 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 materialmen 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 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 form 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 incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make a mortgage to the property herein mortgaged as his discretion may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional moneys 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, that 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 improvements 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 proceeds 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 1st day of each month until the said note is fully paid, the following:

(a) An amount sufficient to provide to the holder hereof with funds to pay the next mortgage insurance premium, if this instrument and the note secured hereby are insured, or a monthly charge in lieu of a mortgage insurance premium, if they are held by the Secretary of Housing and Urban Development, as follows:

If and so long as said note of even date and this instrument are insured or re-insured under the provisions of the National Housing Act, the amount sufficient to accumulate in the hands of the Mortgagee, 1 month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended and applicable Regulations thereunder, or

(b) 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

(c) All payments mentioned in the two preceding subsections 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 be applied by the Mortgagee to the following items in the order set forth:

(i) Premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be.

(ii) Ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums.

(iii) Interest on the note secured hereby

(iv) Amortization of the principal of the said note, and

(v) 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 one percent (1%) 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 (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, 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 (b) 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 thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee all payments made under the provisions of subsection (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph, if there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall

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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 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 Mortgagee further agrees that should the mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within THIRTY days from the date hereof, written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the THIRTY days time from the date of this mortgage declining to insure said note and this mortgage, being deemed conclusive proof of such intention, the Mortgagee or the holder of the note may at its option declare all sums secured hereby immediately due and payable.

That 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 secured hereby remaining unpaid, are hereby assigned by the Mortgagee to be apportioned by or on account of the forthwith to the Mortgagee to be apportioned by or on account of the indebtedness secured hereby, whether in or out of court.

The Mortgagee further agrees that should the mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within THIRTY days from the date hereof, written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the THIRTY days time from the date of this mortgage declining to insure said note and this mortgage, being deemed conclusive proof of such intention, the Mortgagee or the holder of the note may at its option declare all sums secured hereby immediately due and payable.

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, 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 hereinafter described, and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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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 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 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.

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 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 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.

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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, then this 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 hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

administrators, successors, and assigns of the party herein.

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 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,

SEE ATTACHED ASSUMPTION RIDER

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

Thomas K. Hanekamp
THOMAS K. HANEKAMP

SEAL

Nada V. Hanekamp
NADA V. HANEKAMP

SEAL

SEAL

SEAL

State of Illinois

County of COOK

SS

the undersigned after said County Clerk, that

THOMAS K. HANEKAMP AND NADA V. HANEKAMP

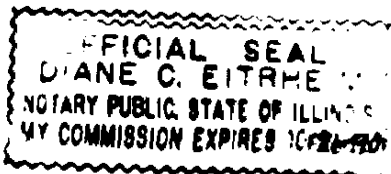
and

is wife, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that they are the same persons that I know and believe to be the same persons, and voluntarily, for the uses and purposes therein set forth, executed the foregoing and were at the time of execution thereof sane and of legal age.

Given under my hand and Notary Seal this 23

day of NOVEMBER

Year 1988



Doc No

County Illinois on the

day of

Year

at _____ and duly recorded in Book _____ of _____

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

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FHA CASE# 131:5578895-734 - 234C
LOAN #00052363 (0092)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 23RD day of NOVEMBER 19 88, amends the
Mortgage/Deed of Trust of even date by and between

THOMAS K. HANEKAMP
NADA V. HANEKAMP, HUSBAND AND WIFE

, 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,

THOMAS K. HANEKAMP
NADA V. HANEKAMP, HUSBAND AND WIFE

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

Thomas K. Hanekamp [Seal]

THOMAS K. HANEKAMP

Nada V. Hanekamp [Seal]

NADA V. HANEKAMP

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

Diane C. Estheim

MAIL TO
BOX 233

88549227

PT 8-10 090