

State of Illinois

Mortgage

16763-Cook/66

This Indenture, made this 28th day of DECEMBER, 19 88, between

ALLEN RUSSELL,
BERLENIA RUSSELL, HUSBAND AND WIFE

, Mortgagee, 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 Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

SIXTY SEVEN THOUSAND FOUR HUNDRED SEVENTY AND 00/100

Dollars (\$ 67,470.00) payable with interest at the rate of ELEVEN AND ONE-HALF per centum (11.500 %) 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

SIX HUNDRED SIXTY EIGHT AND 15/100

Dollars (\$ 668.15), on the first

day of FEBRUARY, 19 89, 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

JANUARY, 2019.

Now, Therefore, the said Mortgagee, 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 and the State of Illinois, to wit:

COOK

LOT 16 IN BLOCK 3 IN BEVERLY MANOR, BEING A RESUBDIVISION OF PART OF HAZELWOOD AND WRIGHT'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 19-36-226-030

ALSO KNOWN AS:
8246 SOUTH TALMAN AVENUE
CHICAGO, ILLINOIS 60652

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 Mortgagee 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.

88-60055

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To Have and to Hold the above-described premises, with the improvements and fixtures, unto the said Mortgagee, his successors and assigns forever, for the purposes and uses herein set forth, free from all liens and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits to said Premises are hereby expressly released and waived.

And said Mortgagee covenants and agrees that he will pay to the Mortgagor, on the first day of each month, commencing on the first day of the month next following the date hereof, the monthly payments of principal and interest on the sum of the loan secured by this Mortgage as follows:

And the said Mortgagee covenants and agrees to satisfy the same in full by the date of maturity of the debt, in whole or in part, on any day or days that may be required by the Mortgagee.

It is hereby provided, however, that all other provisions of the Mortgage shall remain in full force and effect, and the Mortgagee shall not be bound to pay the principal of the loan in full until the date of maturity of the debt, and the Mortgagee shall have the right to pay, discharge, or remove any part of the principal or interest on the premises described hereon, or any part thereof, or the improvement situated thereon, so long as the Mortgagee shall, in good faith, conduct 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 principal of the loan or to prevent the sale of the premises or any part thereof or any part thereof to satisfy the same.

And the Mortgagee covenants and agrees to pay to the Mortgagor, on the first day of each month, commencing on the first day of the month next following the date hereof, the monthly payments of principal and interest on the sum of the loan secured by this Mortgage as follows:

And said Mortgagee covenants and agrees that he will pay to the Mortgagor, on the first day of each month, commencing on the first day of the month next following the date hereof, the monthly payments of principal and interest on the sum of the loan secured by this Mortgage as follows:

And said Mortgagee covenants and agrees that he will pay to the Mortgagor, on the first day of each month, commencing on the first day of the month next following the date hereof, the monthly payments of principal and interest on the sum of the loan secured by this Mortgage as follows:

That the Mortgagor will keep the improvements now existing or hereafter to be added to the premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, and 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 insurances provided that the Mortgagor shall not be deemed to have assumed any liability for such insurances and the policy and provisions hereof shall be held by the Mortgagee and have attached thereto loan payments in favor of and in accordance with the Mortgagee.

And in addition Security for the payment of the indebtedness hereon, the Mortgagor does hereby assign to the Mortgagee all the rights, titles, and profits now in or which may hereafter become due to the Mortgagor in the premises hereinabove described.

And as additional Security for the payment of the indebtedness hereon, the Mortgagor does hereby assign to the Mortgagee all the rights, titles, and profits now in or which may hereafter become due to the Mortgagor in the premises hereinabove described.

And the Mortgagee covenants and agrees to pay to the Mortgagor, on the first day of each month, commencing on the first day of the month next following the date hereof, the monthly payments of principal and interest on the sum of the loan secured by this Mortgage as follows:

And the Mortgagee covenants and agrees that he will pay to the Mortgagor, on the first day of each month, commencing on the first day of the month next following the date hereof, the monthly payments of principal and interest on the sum of the loan secured by this Mortgage as follows:

And the Mortgagee covenants and agrees that he will pay to the Mortgagor, on the first day of each month, commencing on the first day of the month next following the date hereof, the monthly payments of principal and interest on the sum of the loan secured by this Mortgage as follows:

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FHA CASE# 1315540103-703 - 203B
LOAN #00051163 (0096)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 28TH day of DECEMBER 19 88, amends the
Mortgage/Deed of Trust of even date by and between

ALLEN RUSSELL,
BERLINTIA RUSSELL, 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,

ALLEN RUSSELL,
BERLINTIA RUSSELL, HUSBAND AND WIFE

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

Allen Russell (Seal)
ALLEN RUSSELL

Berlintia Russell (Seal)
BERLINTIA RUSSELL

(Seal)

(Seal)

Signed, sealed and delivered
in the presence of

Sandra Wronowski

SS-600055
11-88

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

Allen Russell

[Seal]

ALLEN RUSSELL

Berlinia Russell

[Seal]

BERLINIA RUSSELL

[Seal]

[Seal]

DEPT-01 RECORDING 115.25
147222 TRAN 9724 12/30/93 09:21:00
88699 2 4-28-800055
COOK COUNTY RECORDER

State of Illinois

County of Cook

I, the undersigned, a Notary Public in and for the County and State of Illinois, do hereby certify that Allen Russell

, his wife, personally known to me to be the same

and Berlinia Russell person whose name s 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 the ir

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 28th day December



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

page

88-800055

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

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