

UNOFFICIAL COPY

FHA Case No.

88601144

131:5613712-748 / 2031
LOAN #00053409(0095)

State of Illinois

Mortgage

This Indenture, made this 29TH day of DECEMBER 1988 between

ANYCE CULLARS, DIVORCED AND NEVER SINCE REMARRIED
VIOLA JOHNSON, A WIDOW NOT SINCE REMARRIED

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

THIRTY FIVE THOUSAND NINE HUNDRED SIXTY SIX AND 00/100

Dollars (\$ 35,966.00) payable with interest at the rate of ELEVEN percentum (11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 14707 EAST SECOND AVENUE

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 FORTY TWO AND 51/100

Dollars (\$ 342.51) on the first

day of FEBRUARY, 1989, and like sum on the first day of each and every month thereafter until the debt 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 Mortgagor, for the better security of the payment of the aforesaid sum of money and interest, the performance of the covenants and agreements herein contained, does hereby present Mortgage and Warrant 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 47 IN BLOCK 3 IN SAWYER'S SUBDIVISION OF BLOCK 2 OF FIRST ADDITION TO KENSINGTON IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, BOOK 15 OF PLATS, PAGE 90 AS DOCUMENT NUMBER 329409, IN COOK COUNTY, ILLINOIS.

PIN. 25-22-314-008 Vol. 291

ALSO KNOWN AS:
117 EAST 117TH PLACE
CHICAGO, ILLINOIS 60628

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise belonging, and the right, title, issues, and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or conducting heat, light, water or power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter existing on said land and all the estate, right, title, and interest of the said Mortgagor in and to said premises.

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That the [Name] is a [Type] of [Organization] and is [Status] of the [Jurisdiction]. The [Name] is [Age] years old, [Sex], [Race], [Color], [Hair], [Eyes], [Complexion], [Build], [Height], [Weight], [Date of Birth], [Place of Birth], [Social Security Number], [Mailing Address], [Home Address], [Telephone Number], [Occupation], [Education], [Marital Status], [Children], [Religion], [Political Party], [Military Service], [Criminal Record], [Other Information].

And as Additional Security, the [Name] is [Status] of the [Jurisdiction]. The [Name] is [Age] years old, [Sex], [Race], [Color], [Hair], [Eyes], [Complexion], [Build], [Height], [Weight], [Date of Birth], [Place of Birth], [Social Security Number], [Mailing Address], [Home Address], [Telephone Number], [Occupation], [Education], [Marital Status], [Children], [Religion], [Political Party], [Military Service], [Criminal Record], [Other Information].

- (a) [Text]
- (b) [Text]
- (c) [Text]
- (d) [Text]
- (e) [Text]
- (f) [Text]
- (g) [Text]
- (h) [Text]
- (i) [Text]
- (j) [Text]
- (k) [Text]
- (l) [Text]
- (m) [Text]
- (n) [Text]
- (o) [Text]
- (p) [Text]
- (q) [Text]
- (r) [Text]
- (s) [Text]
- (t) [Text]
- (u) [Text]
- (v) [Text]
- (w) [Text]
- (x) [Text]
- (y) [Text]
- (z) [Text]

The [Name] is [Status] of the [Jurisdiction]. The [Name] is [Age] years old, [Sex], [Race], [Color], [Hair], [Eyes], [Complexion], [Build], [Height], [Weight], [Date of Birth], [Place of Birth], [Social Security Number], [Mailing Address], [Home Address], [Telephone Number], [Occupation], [Education], [Marital Status], [Children], [Religion], [Political Party], [Military Service], [Criminal Record], [Other Information].

And the [Name] is [Status] of the [Jurisdiction]. The [Name] is [Age] years old, [Sex], [Race], [Color], [Hair], [Eyes], [Complexion], [Build], [Height], [Weight], [Date of Birth], [Place of Birth], [Social Security Number], [Mailing Address], [Home Address], [Telephone Number], [Occupation], [Education], [Marital Status], [Children], [Religion], [Political Party], [Military Service], [Criminal Record], [Other Information].

- (a) [Text]
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- (y) [Text]
- (z) [Text]

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Property of Cook County Clerk's Office

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

Anyce Cullars [Seal] Viola Johnson [Seal]
 ANYCE CULLARS VIOLA JOHNSON
 _____ [Seal] _____ [Seal]

State of Illinois

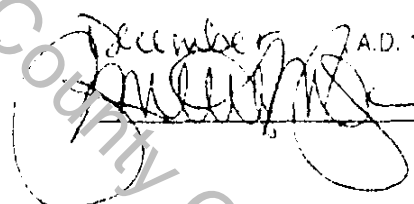
County of Cook

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That

Anyce Cullars, divorced & not since remarried and
Viola Johnson, widowed & not since remarried

and they, his wife, personally known to me to be the same person whose name S 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 Notarial Seal this 29th day of December, A.D. 19 88
4-18-90



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 _____



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

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That if 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 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.

The Mortgagee Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within **SIXTY** 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 date of this mortgage, declining to insure said note and this mortgage or being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, the action may not be exercised by the Mortgagee when the mortgagee for reasons under the National Housing Act is due to the Mortgagee failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In the Event of default in making any monthly payments 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.

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 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 overplus 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, thereby 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.

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, thereby 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.

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

SEE 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. 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 interest of the Mortgagee shall operate in any manner, to the original liability of the Mortgagee.

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 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 overplus 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, thereby 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.

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, thereby 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, 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.

09501144

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FHA CASE# 131:5613712-748 / 203B
LOAN #00053409 (0095)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 29TH day of DECEMBER 19 88, amends the
Mortgage/Deed of Trust of even date by and between

ANYCE CULLARS, DIVORCED AND NEVER SINCE REMARRIED
VIOLA JOHNSON, A WIDOW

, 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,

ANYCE CULLARS, DIVORCED AND NEVER SINCE REMARRIED
VIOLA JOHNSON, A WIDOW

DEPT-01 RECORDING \$15.25
12222 TRAN 9748 12/30/88 11:52:00
13905 + B * - 28 - 601144
COOK COUNTY RECORDER

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

Anyce Cullars [Seal]
ANYCE CULLARS

Viola Johnson [Seal]
VIOLA JOHNSON

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

[Signature]
4-10-92