

UNOFFICIAL COPY

880909069

HA Case No.

131:5203989-748 / 203B
LOAN #00042265(0094)

State of Illinois

Mortgage

This Indenture, made this 29TH day of FEBRUARY, 19 88, between

SAMUEL DATIL SR.
CARMEN DATIL, HUSBAND AND WIFE

-88-090906

, 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

FORTY NINE THOUSAND THREE HUNDRED FIVE AND 00/100

Dollars (\$ 49,305.00) 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 7900 EAST UNION AVENUE, SUITE 500

6855

DENVER, CO 80237, 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

FOUR HUNDRED EIGHTY EIGHT AND 26/100

Dollars (\$ 488.26), on the first day of APRIL, 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

MARCH, 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 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:

THE WEST 1/2 OF LOT 19 AND LOT 20 IN HINSDALE'S RESUBDIVISION OF LOTS 1. TO 10 INCLUSIVE, IN MCGOVERN'S SUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE NORTH 43.30 ACRES OF THE NORTH WEST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH WEST OF PLANK ROAD, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID#: 13-36-105-021 - LOT-20

022-L07-19 020

DEPT-01

TH4444 TRAN 0885 03/02/88 13.53.00 \$15.25

#0358 # D * -88-090906

COOK COUNTY RECORDER

ALSO KNOWN AS:
2906 WEST BELDEN
CHICAGO, ILLINOIS 60647

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-Term Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

MIR0473/DM 0:07

Page 1 of 4

15.00 MAIL

HUD-021106.1 (0-00 Edition)

Previous edition may be used until supplies are exhausted

24 CFR 203.17(h)

88090906

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 or 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 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 forms 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 such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, 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 (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement 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:

(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

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 first day of each month until the said note is fully paid, the following sums:

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (ii) interest on the note secured hereby; (iii) amortization of the principal of the said note; and (iv) late charges.

(b) All payments mentioned in the preceding subsection 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:

(1) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums; (2) interest on the note secured hereby; (3) amortization of the principal of the said note; and (4) late charges.

Any delinquency 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 four cents for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

90606088

12 52

MAI

UNOFFICIAL COPY

J 0 9 0
FHA CASE# 93L:5203989-748 - 20313
LOAN #00042265 (0094)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 29TH day of FEBRUARY 19 88, amends the Mortgage/Deed of Trust of even date by and between SAMUEL DATIL SR. CARMEN DATIL, HUSBAND AND WIFE

, hereinafter referred to as Mortgagor, and WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, hereinafter referred to as Mortgagee, as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,
SAMUEL DATIL SR.
CARMEN DATIL, HUSBAND AND WIFE

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

Samuel Datil Sr. (Seal)
SAMUEL DATIL SR.

Carmen Datil (Seal)
CARMEN DATIL

Signed, sealed and delivered in the presence of

Henry Burns (Seal)

88090906
3149117100

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88090806
90806088

SEE ATTACHED ASSUMPTION RIDER

The Government 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 in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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

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

And there shall be included in any check or checkbook this mortgage and be paid out of the proceeds of any sale made in pursuance of any such document. (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorneys', collectors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the money 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 mortgage; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the 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 collector'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 thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or collectors of the Mortgagee, to make 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.

Whenover 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 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 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 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.

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.

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.

SIXTY

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.

SIXTY

The Mortgagee Further Agrees that should this mortgage and the Note secured hereby not be eligible for insurance under the National Housing Act within (within sixty days from the date hereof) any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development shall cause subsequent to the date of this mortgage, declining to insure said note and the mortgage being deemed conforming prior to such insurability, the Mortgagee or the holder of the note may, at the option, decline all such insurance hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee for insurance under the National Housing and Urban Development Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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.

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

88050906

UNOFFICIAL COPY

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

X Samuel Datil SR [Seal]
SAMUEL DATIL SR.

X Carmen Datil [Seal]
CARMEN DATIL

_____ [Seal] _____ [Seal]

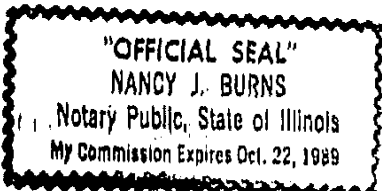
State of Illinois

County of COOK

I, UNDERSIGNED SAMUEL DATIL, SR, a notary public, in and for the county and State aforesaid, Do Hereby Certify That:

and CARMEN DATIL, 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 Notarial Seal this 29 day FEB, A.D. 1988
Nancy J. Burns
Notary Public



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

88090916
91606088

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