

# UNOFFICIAL COPY

88213402

FHA Case No.  
131: 5391798-703/203B  
LOAN # 00046291 (0096)

State of Illinois

## Mortgage

15<sup>00</sup>

This Indenture, made this 16TH day of MAY, 19 88, between  
RICKY E. BOOKER AND SHARON BOOKER, HUSBAND AND WIFE

MT # 36146 EBM

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION, Mortgagee,  
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

ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED FORTY EIGHT AND 00/100 Dollars (\$ 128,348.00), 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 7900 EAST UNION AVENUE, SUITE 500 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 ONE THOUSAND ONE HUNDRED SEVENTY FOUR AND 05/100

Dollars (\$ 1,174.05 ), on the first day of JULY 1, 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

JUNE 1, 2018

Now, Therefore, the said Mortgagor, for the better security 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:

PARCEL 1: LOT 3 (EXCEPT THE WEST 8 FEET THEREOF) IN RIVERDALE BUILDERS SUBDIVISION OF THAT PART OF THE NORTH 103.0 FEET OF THE SOUTH 133.0 FEET OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 14, EAST THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE 1300.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1 AND WEST OF A LINE 60.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 1 IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 20 FEET OF THE SOUTH 153 FEET OF THE EAST 42 FEET OF THE WEST 1450 FEET OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: P.T.I.N.# 29-01-300-061  
1970 STATE STREET 29-01-300-083  
CALUMET CITY, ILLINOIS 60409

COOK COUNTY CLERK  
RECEIVED

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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.



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priority by Mortgage, and each of other company concerned herein, shall be paid and directed to make payment for such loss directly to the Mortgagee, in and to the Mortgagee and the Mortgagee jointly.

The cost of repairs or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness secured by the mortgage or to the restoration or repair of the property damaged by fire or other cause of the mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereunder, and the title and interest of the Mortgagee in and to any estate or interest therein, shall pass to the purchaser or grantee.

That, if any portion or any part of the roof, be condemned under any law, ordinance or resolution, or acquired for a public use, the damages, expenses and the contribution for such acquisition, to the extent of the mortgage, shall be borne upon the Mortgage, and the Note hereunder, and any part thereof, are hereby assigned by the Mortgagee to the Mortgagee, and shall be paid forthwith to the Mortgagee, to the extent of the indebtedness secured hereby, with the due of law.

The Mortgagee Further Agrees that should this mortgage and the Note hereunder, not be registered for insurance under the National Housing Act within **SIXTY** days from the date of the written statement of loss from either of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development thereafter subsequent to the **SIXTY** days from the

date of the mortgage, in order to ensure said note and the mortgage to be insured, the Mortgagee (or its assignee), the Mortgagee or the holder of the note may, at its option, declare all sums that are due and payable hereunder, and payable hereunder, to be immediately due and payable by the Mortgagee when the mortgage is not insured under the National Housing Act, due to the Mortgagee's failure to obtain the mortgage insurance premium to the Department of Housing and Urban Development.

In The Event of default in making any monthly payment provided for hereunder in the note secured hereby for a period of thirty (30) days after the date of the first or any other of a breach of any other covenant or agreement herein contained, then the whole of said principal sum of money, together with accrued interest thereon, shall at the option of the Mortgagee, without notice, become immediately due and payable.

And in The Event that the Mortgagee should decide to foreclose, the Mortgagee shall have the right immediately to foreclose this mortgage, and in the event of any bill for that purpose, the court in which such bill is filed may at any time hereafter, either before or after sale, and without notice to the said Mortgagee or any party claiming under the mortgage, and without regard to the solvency or insolvency of the mortgagor 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 of other benefits thereon, then be occupied by the owner of the equity of redemption, or 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.

Whenever the 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 the mortgage or a subsequent mortgage, the said Mortgagee, without restriction, may, upon the said premises, except repairs, pay to the owner for taxes, taxes and assessments as may be due on the said premises, pay for and maintain such insurance as may be required, as may have been required by the Mortgagee, and the said premises to the Mortgagee or others upon such terms, and conditions, either with or without any period of redemption, as are approved by the court, collect and receive the rents, issues, and profits for the use of the premises hereinafore described, and employ other persons and expend such other amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of the mortgage by said Mortgagee, any court of law, in equity, or a court of record shall be allowed for the costs, expenses and disbursements of the complainant in such proceedings, and of his witnesses, his disbursements and the cost of a copy to be abstracted of title for the purpose of such foreclosure, and in case of any other suit or legal proceeding, whether the Mortgagee shall be plaintiff or defendant, the costs of the Mortgagee's costs and expenses, and the amount of fees and charges of the attorneys or counsel of the Mortgagee, if made a party, his expenses 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 deficiency proceeding on this mortgage.

And There Shall be Included in any deficiency proceeding this mortgage and the proceeds of any sale made in pursuance of any such proceeding. And the proceeds of such sale, after the payment of all such costs and charges of attorneys or counsel, and disbursements, shall be applied to the payment of the amount of said abstract and examination of title, and the balance retained by the Mortgagee, if any, for the purpose authorized in the mortgage with respect to such advances at the rate set forth in the note secured hereby, from the time such advances are made. If all the amount referred to in this paragraph is not sufficient to satisfy the debt, all the said proceeds, after any remaining unpaid, of the proceeds of the proceeds of the sale of any shall then be paid to the Mortgagee.

The Mortgagee shall, at the time and in the manner above stated, furnish a copy with, and duly perform all the covenants and agreements herein, then this mortgage shall be null and void and the Mortgagee, within thirty (30) days after written demand therefor by the Mortgagee, shall deliver a duplicate of this mortgage and Mortgagee to the holder of the title of any state or laws which require the further execution or delivery of such release or satisfaction by Mortgagee.

It is Expressly Agreed that the proceeds of the sale here provided for shall be paid to the Mortgagee, and the Mortgagee shall retain the interest of the Mortgagee shall be liable to release, in any manner, the original validity of the Mortgagee.

The Covenants Herein Contained shall bind and shall be binding and enforceable 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.

SEE ATTACHED ASSUMPTION RIDER

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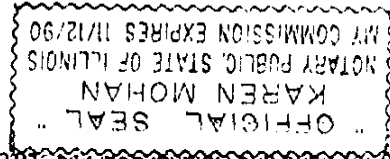
HUD-92116M.1

MB0173 DM 8 87

PREPARED BY & RETURN TO : DENISE TAYLOR  
WESTAMERICA MORTGAGE COMPANY  
17 WEST 635 BUTTERFIELD ROAD, SUITE 140  
OAKBROOK TERRACE, IL. 60181  
*House # Box 307*

FILED TO

Property of Cook County Clerk's Office



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

Given under my hand and Notarial Seal this 16th day of May, A.D. 19 88.  
Notary Public \_\_\_\_\_

I, the undersigned \_\_\_\_\_, do hereby certify that \_\_\_\_\_ and Sharon Booker are \_\_\_\_\_ person whose name is \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in \_\_\_\_\_ signed, sealed, and delivered the said instrument as their \_\_\_\_\_ and voluntarily act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois  
County of Cook

Witness the hand and seal of the Mortgagor, the day and year first written  
\_\_\_\_\_  
[Seal] RICKY E. BOOKER  
\_\_\_\_\_  
[Seal] SHARON BOOKER  
\_\_\_\_\_  
[Seal] \_\_\_\_\_  
\_\_\_\_\_  
[Seal] \_\_\_\_\_

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LOAN # 00046291 (0096)

## FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 16TH day of MAY 19 88, amends the  
Mortgage/Deed of Trust of even date by and between

RICKY E. BOOKER AND SHARON BOOKER, 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:

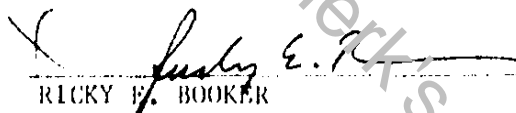
The mortgagee or holder of the note shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by the mortgage/deed of trust to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)

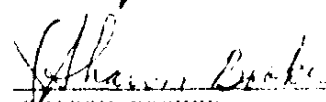
by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

RICKY E. BOOKER AND SHARON BOOKER, HUSBAND AND WIFE

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

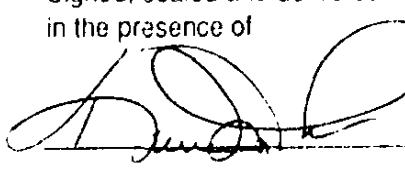
 [Seal]  
RICKY E. BOOKER

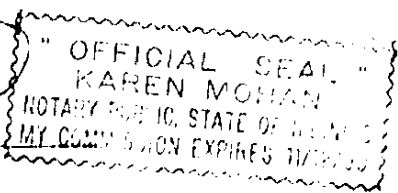
 [Seal]  
SHARON BOOKER

..... [Seal]

..... [Seal]

Signed, sealed and delivered  
in the presence of





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