

## UNOFFICIAL COPY

FHA G-400

131:5466975-703 / 203B  
LOAN #00048618 (0097)

State of Illinois

## Mortgage

This Indenture, made this 25<sup>th</sup> day of JULY, 1988, between  
 BENNIE E. HILL, JR.,  
 VALERIE B. HILL, HUSBAND AND WIFE

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

THE STATE OF COLORADO

Witnesseth: That where as the Mortgagor, especially, in fett to the Mortgagor, is evidenced by a certain promissory note, the principal sum of \$69,546.00,

SIXTY NINE THOUSAND FIVE HUNDRED FORTY SIX AND 00/100

(Note #5) \$69,546.00 payable with interest at the rate of **TEN AND ONE-HALF**  
 percentum (10.500%) per annum on the sum of balance until paid, and made payable to the order of the Mortgagor at its  
 office, 7900 EAST UNION AVENUE, SUITE 500

DENVER, CO 80237

, or at such other place as the holder may designate, written, and delivered; the said principal and interest being payable in monthly installments  
 of

SIX HUNDRED THIRTY SIX AND 17/100

Dollars (\$ 636.17 ), on the first  
 day of SEPTEMBER , 1988 , and alike sum on the first day of each and every month thereafter until the entire  
 principal except the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

AUGUST , 2018 .

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and  
 the payment of the covenants and agreements herein contained, doth by these presents **Mortgage** and **Warrant** unto the  
 Mortgagor, his executors, administrators, the following described Real Estate situated, lying, and being in the county of  
 COOK

and the State of Illinois to wit:

THE SOUTH 33 FEET AND 5 INCHES OF THE NORTH 66 FEET AND 10 INCHES OF LOTS 1, 2,  
 3 AND 4 TAKEN AS A TRACT IN BLOCK 98 IN WASHINGTON RESUBDIVISION OF THE EAST 1/2  
 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE  
 THIRD PRINCIPAL MERIDIAN, WEST OF RAILROAD AND EAST OF PROSPECT AVENUE, IN COOK  
 COUNTY, ILLINOIS.

TAX #25-19-312-002

ALSO KNOWN AS:  
 11605 SOUTH HALE  
 CHICAGO, ILLINOIS 60643

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 require a One-Time  
 Mortgage Insurance Premium payment (including sections 233(b) and (d)) in accordance with the regulations for these programs.  
 MRO 173 DAI 8-87

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unless made good by the mortagagee prior to the due date of the debt, shall, unless otherwise provided in the instrument, have the right to require payment of the debt and the expenses of collection.

(IV) Rate Change.

(ii) Inference on the role of cultural heterogeneity

(q) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(r) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(s) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(t) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(u) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(v) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(w) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(x) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(y) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

(z) All payables and all payable amounts in the preceding sentence shall be paid by the Company to the payee named in such amount in the manner and at the place specified in such amount.

Concordia, 1999, Vol. 29, No. 1, pp. 1-12  
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any other part, or in whole or in part, on any other condition.

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and the author of the present paper has been able to collect a series of specimens from the same locality, which are described below. The species described by Gmelin, and also the species described by Schumacher, are included in the present paper.

and the other two were to be paid by the 1st of January next. The sum of £1000 was to be paid by the 1st of January next, and the other £1000 by the 1st of April next. The sum of £1000 was to be paid by the 1st of January next, and the other £1000 by the 1st of April next. The sum of £1000 was to be paid by the 1st of January next, and the other £1000 by the 1st of April next.

scrub pue spuma de zofillberg pue pue

to take care of the world, and it is also described as Promised, while the accessories are described as a good and a precious gift. The said Moldingaggio, its successors or their heirs, shall be entitled to receive the profits of all the business, which rights and benefits shall be exercisable by the company for a period of three years and during such period the company may exercise the same.

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10. The Mortgagor shall pay all taxes and other governmental charges affecting the property or the improvements thereon, and the Mortgagor shall timely pay all assessments, fees, charges, and expenses of the student-teachers, and shall pay all expenses of the repair or removal of any property damaged by the acts of the student-teachers, and shall pay all expenses of the transfer of title to the student-teachers, or to the person or persons to whom the property may be sold or transferred.

That the plaintiff may get the cost of the car damaged under any  
law or rule of the state of Michigan that it will get the damages  
from the insurance company that has the car registered. In the event of  
any accident, the plaintiff may get the cost of the car repaired by the  
insurance company. Michigan law states that the plaintiff should be paid  
the amount of the damage to the car, and of the cost before a certain  
date, which is the date of the accident.

The Mortgagor Further agrees that it would this mortgagor and the  
co-mortgagors, if any, be bound by the conditions set forth in the  
Deed of Trust.

**SIXTY** *and one thousand nine hundred and forty-four of the Department  
of State, and the Bureau of the Budget, and a copy of the  
Circular Letter of the Secretary of State, dated April 10, 1944, sent to the  
Consuls General and Consuls of the United States.*

After the first year of the project, we expect to have 1396 new buildings completed, and the total value of the buildings will be \$1,200,000,000. The total value of the buildings completed by the end of the first year will be approximately \$1,000,000,000.

In the Event of Default and/or non-payment, the payment, credit, or other account held by the Company for the period of 180 days prior to the date of the default or non-payment, may be retained by the Company as liquidated damages and principal from the date of the default or non-payment until the date of payment in full.

And in the Event that the Mortgagor shall die before the due date of the Mortgaged Property, or shall become incapable of managing his affairs, or shall be adjudged a bankrupt, the execution of the Mortgaged Property may be delayed until after the death of the Mortgagor, or until the date of bankruptcy, or until the date of the adjudication of bankruptcy, or until after the date of the final distribution of the estate of the Mortgagor, or until the date of the final distribution of the estate of the bankrupt, or until the date of the final distribution of a sum sufficient to satisfy the Mortgage in payment of the amount due thereon, whichever is the later, and provided, or whether the Mortgagor dies or becomes incapable, or whether the Mortgagor becomes bankrupt, the holder of the equity of redemption may require the Mortgagor to pay up the Mortgaged Property, or to sell the same, or to assign it for the benefit of the holder of the equity of redemption, and, if the holder of the equity of redemption fails to do so, he may sue for the recovery of the same.

**ALCOHOL**  
The said Mortgagor 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 Mortgagor, 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 as such amounts as shall have been required by the Mortgagor, before the said premises to the Mortgagor 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 Case of Foreclosure** of this mortgage by said Mortgagor or  
any court of law or equity, a reasonable sum shall be allowed for the  
attorney fees and expenses 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, et al, legal proceeding wherein the  
Mortgagor shall be made a party defendant to a suit of this mortgage,  
costs and expenses, and the reasonable fees and charges of the  
attorneys or solicitors of the Mortgagor, so made parties to the suit,  
in such suit or proceeding, shall be a further item of charge upon the  
said premises under the mortgage, and all such expenses shall  
become so much additional indebtedness, secured hereby and be  
allowed in any decree foreclosing this mortgage.

**And There Shall be Included** in any decree for every part  
mortgaged and be paid out of the proceeds of any sale made in  
pursuance of any such decree: (1) All the costs of such action or suit,  
advertising, sale and conveyance, including all charges, disbursements and  
other expenses, fees, outlays, for documentary evidence and costs of said  
abstract and examination of title; (2) all the moneys retained by the  
Mortgagor, if any, for the purpose mentioned in the mortgage with  
respect to such advance at the rate set forth in the note referred  
hereto, from the time such advance was made; (3) all the accrued  
interest remaining unpaid on the indebtedness hereby secured; and (4)  
all the expenses of any remaining legal and other expenses of the  
prosecution of the same, shall then be paid by the Mortgagor.

If I, the Lender, do not pay said note at the time and in the manner  
prescribed by law, and shall not fully satisfy with, and duly perform all the  
covenants and agreements herein, then this conveyance shall be null  
and void and I, the Borrower, shall within thirty (30) days after written  
demands therefor by Lender, execute a release or satisfaction of this  
note, title and Mortgage to the benefit of all trustees or  
law which require the prompt execution or delivery of such release or  
satisfaction, and that you

**It is Expressly Agreed** that no extension of the time for payment of the debt hereby secured given by the Mortgagor to any person, in interest of the Mortgagor, shall operate to release, in any manner, the original liability of the Mortgagor.

*The Covenants herein contained shall last, and the benefits and advantages shall inure, to the respective heirs, executors, and administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, and the plural, the singular, and the male or gender shall include the female.*

SEE ATTACHED ASSUMPTION RIDER

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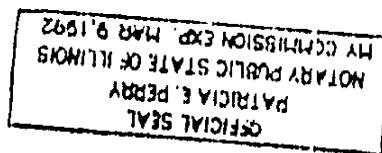
HUD-92116ML1

Q1994-A4A

MEDICAL & DENTAL

88331775

PREPARED BY AND RETURN TO: CATHERINE PHILLIPS  
WESTMERRICA MORTGAGE COMPANY  
17 WEST 635 BURLBERRY (E) ROAD, SUITE 140  
OAKBROOK TERRACE, IL 60181



County, Illinois, on the day of April, 19 AD, 19

Filed for Record in the Recorder's Office of

Doc. No.

A.D. 19 88

Given, taken, acknowledged and subscribed to the above instrument in the presence of the undersigned, so-called, and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in this city, personally known to me to be the same.

Attest: *Patricia E. Peery*

COUNTY OF COOK, RECORDER OF DEEDS  
142233 TRAIN #7740239683567600  
RECORDED BY CLERK OF COOK COUNTY AND STAMPED  
THIS DAY OF APRIL 1988  
CATHY PHILLIPS  
Seal

(Seal)

(Seal)

(Seal)

VALERIE B. HILL

(Seal)

BENETTE B. HILL JR.

VALERIE B. HILL

Witnessed and sealed by the Notary Public, the day and year first written.

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FHA CASE# 131:5466975-703 - 203B  
LOAN #00048618 (0097)

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

This Rider, dated this 25<sup>TH</sup> day of JULY

19 88 , amends the

Mortgage/Deed of Trust of even date by and between

BENNIE E. HILL JR.  
VALERIE B. HILL , 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,

BENNIE E. HILL JR.  
VALERIE B. HILL , HUSBAND AND WIFE

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

*Bennie E. Hill Jr.*  
BENNIE E. HILL JR.

[Seal]

*Valerie B. Hill*  
VALERIE B. HILL

[Seal]

[Seal]

[Seal]

Signed, sealed and delivered  
in the presence of

*Dick Johnson*

11605 SOUTH LAKE  
CHICAGO, ILLINOIS 60643  
TAX ID # 23-19-312-002

MR0477 DM 3 38 FHA Assumption Rider

Page 1 of 1

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A faint, light gray watermark is positioned diagonally across the page. The text "Property of Cook County Clerk's Office" is written in a serif font, with "Property of" at the top left and "Cook County Clerk's Office" at the bottom right, both rotated approximately 45 degrees clockwise.

88331775