

# UNOFFICIAL COPY

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FHA Case No.

131:5504459-703 / 203B  
LOAN #00049818 (0096)

243745

State of Illinois

## Mortgage

This Indenture, made this 15TH day of AUGUST, 19 88, between  
PATRICK GONCHER  
ALICE M. GONCHER, HUSBAND AND WIFE

15.00

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, Mortgagor, and

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

SIXTY EIGHT THOUSAND FIVE HUNDRED EIGHT AND 00/100

Dollars (\$ 68,508.00 ) payable with interest at the rate of TEN AND ONE-HALF per centum ( 10.500 % ) 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

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

SIX HUNDRED TWENTY SIX AND 67/100

Dollars (\$ 626.67 ), on the first

day of OCTOBER, 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

SEPTEMBER, 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:

LOT 20 IN NORMANDY VILLA SECOND ADDITION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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ALSO KNOWN AS: P.T.I.N.# 32-08-418-012  
117 NORTH NORMANDY DRIVE  
CHICAGO HEIGHTS, ILLINOIS 60411

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 203(b) and (i)) in accordance with the regulations for those programs.

W 8715

(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:

That privilege is reserved to pay the debt, in whole or in part, on any installment due date.

And the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right 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.

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.

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 hereof, or 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 premises are situated, upon the Mortgagee or account of the ownership hereof; (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.

And Said Mortgagee covenants and agrees:

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.

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, 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 insurance provision for payment which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

under said note.

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee for any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property or otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

(iv) late charges.

(iii) amortization of the principal of the said note; and

(ii) interest on the note secured hereby;

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

Mortgagee to the following items in the order set forth: (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: (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

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tion of the property.

insurance, and other items necessary for the protection and preserva- applied toward the payment of the indebtedness, costs, taxes, redemption, and such rents, issues, and profits when collected may be case of sale and a deficiency, during the full statutory period of said premises during the pendency of such foreclosure suit and, in possession of the premises, or appoint a receiver for the benefit of the redemption, as a homestead, enter an order placing the Mortgage in the same shall then be occupied by the owner of the equity of premises and without regard to the value of said premises or whether receiver, or for an order to place Mortgage in possession of the secured hereby, at the time of such applications for appointment of a person or persons liable for the payment of the indebtedness under said Mortgage, and without regard to the solvency or insolvency sale, and without notice to the said Mortgagee, or any party claiming which such bill is filed may at any time thereafter, either before or after mortgage, and upon the filing of any bill for that purpose, the court in And In The Event that the whole or said debt is declared to be due,

payable. election of the Mortgagee, without notice, become immediately due and or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the for herein and in the note secured hereby for a period of thirty (30) days In The Event of default in making any monthly payment provided

Housing and Urban Development. failure to remit the mortgage insurance premium to the Department of this option may not be exercised by the Mortgagee when the indebtedness hereby immediately due and payable. Notwithstanding the foregoing, the holder of the note may, at its option, declare all sums secured or being deemed conclusive proof of such intelligibility, the Mortgagee or date of this mortgage, declining to insure said note and, its mortgage days' time from the

SIXTY days from the date hereof (written statement of any officer of the Department of Housing and Urban Development, dated subsequent to the Housing Act within

The Mortgagee Further Agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within

hereby, whether due or not. Mortgagee to be applied by it on account of the indebtedness secured Mortgagee to the Mortgagee and shall be paid forthwith to the secured hereby remaining unpaid, are hereby assigned by the the full amount of indebtedness upon this Mortgage, and the Note proceeds, and the consideration for such acquisition, to the extent of power of eminent domain, or acquired for a public use, the damages That if the premises, or any part thereof, be condemned under any

promptly 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 this 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.

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 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.

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

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

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

Patrick Goncher [Seal]  
PATRICK GONCHER

Alice M. Goncher [Seal]  
ALICE M. GONCHER

\_\_\_\_\_ [Seal] \_\_\_\_\_ [Seal]

State of Illinois

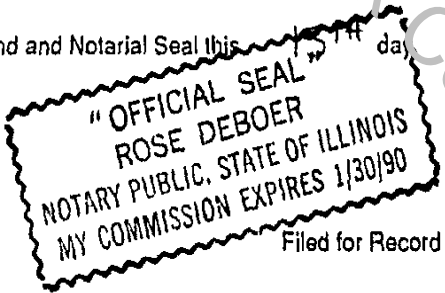
County of Cook

88372643

I, Rose DeBoer, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Patrick Goncher

and Alice M. Goncher, his wife, personally known to me to be the same person whose name 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 15th day of August, A.D. 19 88



Rose DeBoer  
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 \_\_\_\_\_ pages.

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

Box 15

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MRO477DM 3:88 - FHA Assumption Rider

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Signed, sealed and delivered in the presence of  
ROSE DEBORAH  
ROSE DEBORAH, STATE OF ILLINOIS  
NOTARY PUBLIC, EXPIRES 1/30/93

[Seal]

[Seal]

[Seal]

[Seal]

ALICE M. GONCHER

*Alice M. Goncher*

PATRICK GONCHER

*Patrick Goncher*

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

PATRICK GONCHER, HUSBAND AND WIFE

IN WITNESS WHEREOF,

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.

by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 months after the

all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) or his designee, declare a sum secured by the mortgage/deed of trust to be immediately due and payable if the mortgagee or holder of the note shall, with the prior approval of the Federal Housing Commissioner, hereafter referred to as Mortgagee or Holder of the Note, as follows:

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

he realtor referred to as Mortgagor/Grantor, and

PATRICK GONCHER, HUSBAND AND WIFE

Mortgage/Deed of Trust of even date by and between

This Rider, dated this 15TH day of AUGUST 19 88, amends the

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

FHA CASE# 131:5504459-703 - 203B  
LOAN #00049818 (0096)

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