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FHA Case No.

131:5745512-748 / 203B
LOAN #00056868 (0095)

475722712

State of Illinois

Mortgage

This Indenture, made this 25TH day of AUGUST, 19 89, between

JESUS P. JIMENEZ
SYLVIA JIMENEZ, HUSBAND AND WIFE

, 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

THIRTY NINE THOUSAND ONE HUNDRED EIGHTY FOUR AND 00/100

Dollars (\$ 39,184.00) payable with interest at the rate of ELEVEN per centum (11.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 14707 EAST SECOND AVENUE

AURORA, CO 80011

, 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 SEVENTY THREE AND 15/100

Dollars (\$ 373.16), on the first

day of OCTOBER, 19 89, 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, 2019.

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 Warranty 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 2 IN BLOCK 4 IN THE CIRCUIT COURT PARTITION OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LANDS BELONGING TO THE SOUTH CHICAGO RAILROAD COMPANY) ACCORDING TO THE MAP RECORDED MARCH 4, 1885 AS DOCUMENT 607499 IN BOOK 19 OF PLATS PAGE 70, IN COOK COUNTY, ILLINOIS.

TAX ID #21-31-404-008

ALSO KNOWN AS:
3021 EAST 83RD STREET
CHICAGO, ILLINOIS 60617

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.

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(a) A sum equal to the ground rents, if any, next due, plus the 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.

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 the instrument; not to suffer any lien of 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.

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.

(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; (ii) interest on the note secured hereby; (iii) amortization of the principal of the said note; and (iv) late charges.

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, such excess, if the loan is current, at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay 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 any balance remaining in the funds accumulated under the provisions of subsection (a) of this 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 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.

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.

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 of 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

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

Jesus P. Jimenez [Seal]
JESUS P. JIMENEZ

Sylvia Jimenez [Seal]
SYLVIA JIMENEZ

_____ [Seal] _____ [Seal]

State of Illinois

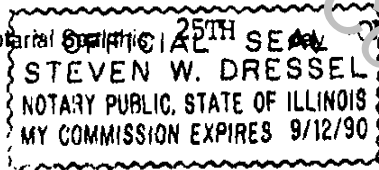
County of Met.

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

JESUS P. JIMENEZ

and SYLVIA JIMENEZ, his wife, personally known to me to be the same person whose name S 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 25TH SEAL OF AUGUST, A.D. 19 89



Steven W. Dressel
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 _____



RUTH H. CHRISTIANSON

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

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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 Mortgagee with power to collect the rents, issues, and profits of the possession of the premises, or appoint a receiver for the benefit of the redemption, as a homestead, enter an order placing the Mortgagee 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 Mortgagee in possession of the secured hereby, at the time of such applications for appointment of a under said Mortgagee, 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 the Mortgagee shall have the right immediately to foreclose this 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 remaining unpaid together with accrued interest thereon, shall, at the or agreement herein stipulated, then the whole of said principal sum after the due date thereof, or in case of a breach of any other covenant 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 for insurance under the National Housing Act is due to the Mortgagee's this action may not be exercised by the Mortgagee when the intelligibility hereby immediately due and payable. Notwithstanding the foregoing, the holder of the note may, at its option, declare all sums secured 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

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Secretary of Housing and Urban Development, authorized agent of the from the date hereof (written statement of any officer of the Department Housing Act within days

not secured hereby not be subject for insurance under the National The Mortgagee Further agrees that should this mortgage and the 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 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 insurance policies then in force shall pass to the purchaser or grantee. mortgage property in extinguishment of the indebtedness secured in event of foreclosure of the mortgage or other transfer of title to the hereby secured or to the restoration or repair of the property damaged. Mortgagee at its option either to the reduction of the indebtedness and the insurance proceeds, or any part thereof, may be applied by the to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly hereby authorized and directed to make payment for such loss directly promptly by Mortgagee, and each insurance company concerned is

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, the singular, and the masculine gender shall include the feminine.

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

satisfaction by Mortgagee.

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

proceeds of the sale, if any, shall then be paid to the Mortgagee. all the said principal money remaining unpaid. The overplus of the interest remaining unpaid on the indebtedness hereby secured; and (4) hereby, from the time such advances are made; (3) all the accrued interest on such advances at the rate set forth in the note secured Mortgagee, if any, for the purpose authorized in the mortgage with abstract and examination of title; (2) all the monies advanced by the Mortgagee, and the reasonable fees and charges of the attorneys, solicitors, and conveyance, including attorneys', solicitors', and advertising, sale, and conveyance, pursuant of any such decree; (1) All the costs of such suit or suits, And There shall be included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in

allowed in any decree foreclosing this mortgage. become so much additional indebtedness secured hereby and be said premises under this mortgage, and all such expenses shall in such suit or proceedings, shall be a further lien and charge upon the attorneys or solicitors of the Mortgagee, so made parties, for services costs and expenses, and the reasonable fees and charges of the Mortgagee shall be made a party thereto by reason of this mortgage, its and in case of any other suit, or legal proceeding, wherein the cost of a complete abstract of title for the purpose of such foreclosure; proceeding, and also for all outlays for documentary evidence and the solicitor's fees, and stenographer's fees of the complainant in such

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

the provisions of this paragraph. expend itself such amounts as are reasonably necessary to carry out the premises hereinabove described, and employ other persons and the court, collect and receive the rents, issues, and profits for the use of either within or beyond any period of redemption, as are approved by premises to the Mortgagee or others upon such terms and conditions, amounts as shall have been required by the Mortgagee; lease the said on the said premises; pay for and maintain such insurance in such repair; pay such current or back taxes and assessments as may be due said Mortgagee, in its discretion, may; keep the said premises in good is pending to foreclose this mortgage or a subsequent mortgage, the above described premises under an order of a court in which an action Whenever the said Mortgagee shall be placed in possession of the

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FHA CASE# 131:5745512-748 / 203B
LOAN #00056868 (0095)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 25TH day of AUGUST 19 89, amends the
Mortgage/Deed of Trust of even date by and between

JESUS P. JIMENEZ
SYLVIA JIMENEZ, HUSBAND AND WIFE

, hereinafter 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 executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

JESUS P. JIMENEZ
SYLVIA JIMENEZ, HUSBAND AND WIFE

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

RE: 3021 EAST 83RD STREET
CHICAGO, ILLINOIS 60617
21-31-404-008



JESUS P. JIMENEZ

[Seal]



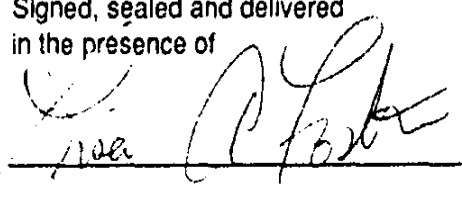
SYLVIA JIMENEZ

[Seal]

[Seal]

[Seal]

Signed, sealed and delivered
in the presence of



Notary Public

-89-400963

15.25

89-400963

DEPT-01 RECORDING \$15.25
740000 TRAN 3720 08/28/89 09:48:00
#8737 + C * -89-400963
COOK COUNTY RECORDER