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59433326 3 3 3 FHA Case No 2 8

131:5796776-793 / 203B
LOAN #00058163(0094)

State of Illinois

Mortgage

This Indenture, made this **8TH** day of **SEPTEMBER**, 19 **89**, between
PILADELFO DIAZ, A MARRIED MAN NOT JOINED HEREIN BY HIS WIFE

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION, Mortgagee, 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 TWO THOUSAND TWO HUNDRED EIGHTY AND 00/100

Dollars (\$ **62,280.00**) payable with interest at the rate of **TEN** percentum (**10.000**) 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

FIVE HUNDRED FORTY SIX AND 55/100

Dollars (\$ **546.55**), on the first day of **NOVEMBER**, 1989, 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

OCTOBER, 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 Warrant** unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of **COOK** and the State of Illinois, to wit:

LOT 13 IN BLOCK 5 IN ANDREW J. GRAHAM'S SUBDIVISION OF BLOCKS 5 AND 8 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #16-03-007-033

ALSO KNOWN AS:
4430 WEST CORTEZ STREET
CHICAGO, ILLINOIS 60657

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 (d)) in accordance with the regulations for those programs.

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That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, it sure 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 heretofore. 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 hereunder 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 heretofore described.

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt in whole or in part, on any installment due date. 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: (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 (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 due, to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and

(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; and (iii) amortization of the principal of the said note; and (iv) late charges. Any deficiency 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 (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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.

And the said Mortgagee further covenants and agrees as follows: That privilege is reserved to pay the debt in whole or in part, on any installment due date.

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 have 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 hereon 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 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 or 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:

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FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 8TH day of SEPTEMBER 19 89, amends the
Mortgage/Deed of Trust of even date by and between

FILADELFO DIAZ, A MARRIED MAN NOT JOINED HEREIN BY HIS 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 executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

FILADELFO DIAZ, A MARRIED MAN NOT JOINED HEREIN BY HIS WIFE

HAS set HIS hands(s) and seal(s) the day and year first aforesaid.

Filadelfo DIAZ [Seal]
FILADELFO DIAZ

_____ [Seal]

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

[Signature]

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promptly by Mortgagee, and each advance securely disbursed hereby authorized and directed to make payment for such debt directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee covenants, 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 Mortgagor, in and to any insurance policies then in force shall pass to the purchaser or grantee.

And in case of foreclosure of 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 Mortgagor 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 itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

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, shall be paid forthwith to the Mortgagor 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.

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 solicitors' 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 this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

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

SIXTY days

from the date hereof, written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the

SIXTY days

date of this mortgage, but owing to the said note and this mortgage being deemed part of a project of such neighborhood, the Mortgagee or the holder of the note may, at its option, advance a sum of five percent, immediately due and payable. Notwithstanding the foregoing limitation on the rate of advance, the Mortgagee, when the rate of advance is advanced under the National Housing Act, shall be deemed to be acting in accordance with the National Housing Act, and the Mortgagor's liability to pay the mortgage interest shall be deemed to be in accordance with the National Housing Act.

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, including title 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, or any other party, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; and (4) all the said principal money remaining unpaid. The surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

In The Event of default in making any monthly payments 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.

Mortgagor shall, on said note at the time and in the manner specified and shall at all times 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, release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

And In The Event that the whole or a part of the premises hereunder 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 the sale, and without notice to the said Mortgagor or any party claiming under this Mortgage, and with out regard to the liability of any person of the person or persons liable for the payment of the indebtedness secured hereby, at the time of such application 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 any part thereof, 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 claims necessary for the protection and preservation of the property.

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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Herein Contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assignees 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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PREPARED BY AND RETURN TO:
WESTAMERICA MORTGAGE COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 140
OAKBROOK TERRACE, IL 60181

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 _____
at _____ o'clock _____ m., and duly recorded in Book _____ of _____ Page _____

Given under my hand and Notarial Seal this _____ day of _____ A.D. 19 _____
_____ Notary Public
and person whose name _____
person and acknowledged that _____
free and voluntary act for the uses and purposes thereof, including the release and waiver of the right of homestead.
_____ his wife, personally known to me to be the same
subscribed to the foregoing instrument, appeared before me this day in
signed, sealed, and delivered the said instrument as _____

State of Illinois
County of Cook
_____ Notary Public in and for the county and State
I, _____ Do Herethy Certify That

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

[Seal] _____

[Seal] _____

[Seal] _____

[Seal] _____

[Seal] _____

[Seal] _____

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