

UNOFFICIAL COPY

89493264 9 3 28 NHA Case No.

(3) 242196

State of Illinois

Mortgage

131:5735413-703 / 203B
LOAN #00056523 (0094)

This Indenture, made this 11TH day of OCTOBER, 1989, between

NORBERTO RODRIGUEZ
MARIA R. RODRIGUEZ, HUSBAND AND WIFE

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

a corporation organized and existing under the laws of THE STATE OF COLORADO, Mortgagor,

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 NINE HUNDRED THIRTY SIX AND 00/100

Dollars (\$ 39,936.00) 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 other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

FOUR HUNDRED FIFTY THREE AND 91/100

day of DECEMBER , 1989, and the 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

NOVEMBER , 2004

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest after 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 15 IN BLOCK 15 IN J.R. LANE'S RESUBDIVISION OF BLOCK 10 AND THE EAST 1/2 OF BLOCK 15 IN E. SIMON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-35-415-037-0000

T#4447 TRAN 0626 10/18/89 11-27-00

\$1470.00 E-89-493264
COOK COUNTY RECORDER

89493264

ALSO KNOWN AS:
1722 NORTH SPAULDING
CHICAGO, ILLINOIS 60647

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.

MR0473/DM 8:87

Page 1 of 4

HUD-92116M.1 (9-86 Edition)

Previous edition may be used until supplies are exhausted

24 CFR 203.17(a)

UNOFFICIAL COPY

That He will keep the improvements now existing or hereafter made to the property of the mortgagee, in 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 been made heretofore. All insurance shall be carried in the amount of losses which may occur by fire and other hazards, in event of loss. Mortgagor will give immediate notice by mail to the mortgagee in favor of and in form acceptable to the mortgagee, in event of loss.

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

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortagagor prior to the due date of the principal payment, constitute an event of default under this mortgage, unless such payment is made good by the Mortagagor prior to the due date of the principal payment, constitutes an event of default under this mortgage.

(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 Mortgagor each month in a single payment to be applied by the Mortgagor to the following items in the order set forth:

- ((i)) ground rents, if any, taxes, special assessments, fire, and other hazards insuring premiums;
- ((ii)) interest on the note secured hereby;
- ((iii)) amortization of the principal of the said note; and
- ((iv)) late charges.

(a) A sum equal to the ground rents, if any, next due, plus the premium 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, plus taxes and premiums, if any, next due, plus the ground rents, taxes and special assessments; and delinquent, such sums to be held by Mortgagor in trust to pay said

That payment is reserved to pay me debt, in whole or in part,
instalment due date.

To keep said promises 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 this instrument; nor to suffer any loss of mechanics men or material men to attack to said promises; to pay to the Morgaggee, 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 Morgaggee on account of the ownership thereof, (2) a sum sufficient to keep all buildings of said land in such condition as the Morgaggee, at the time of making this instrument, may at any time be on said premises, during the continuance of said indebtedness, instead of, it is hereby agreed by the Morgaggee in such forms of measurement, and in such amounts, as may be required by the Morgaggee.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, his successors and assigns, forever, unto the said Mortgagor, his 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 Mortgagor does hereby expressly release and waive.

UNOFFICIAL COPY

promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor 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 Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied, on account of the indebtedness secured hereby, whether due or not.

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' time from the

date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagor or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

In The Event of default in making any monthly payment 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.

And In The Event that the whole or said debt is declared to be due, the Mortgagee 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 sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency 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 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.

Whether 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 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 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 this 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 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 Mortgagor.

If Mortgagor 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 Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives all benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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

UNOFFICIAL COPY

MH0473/D/M 8:87

WESTAMERICA MORTGAGE COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 140
OAKBROOK TERRACE, IL 60181



PREPARED BY AND RETURN TO:

o'clock m., and duly recorded in Book of
Registers.

County, Illinois, on the day of A.D. 19

Filed for Record in the Recorder's Office of County, Illinois, on the day of , AD. 19

Filed for Record in the Recorders Office of

Given under my hand and Notarial Seal this 14th day of October, A.D. 1989
free and voluntary act for the uses and purposes herein set forth, including the release and waiver of the right of homestead.
I, John J. O'Connor, signed, sealed, and delivered the said instrument as John J. O'Connor
person whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that John J. O'Connor is his wife, personally known to me to be the same
and given under my hand and Notarial Seal this 14th day of October, A.D. 1989

1. The Undersigned, a Notary Public, in and for the County and State
aforesaid, Do hereby Certify That Norberto Rodriguez Rodriguez
and Muriel R. Rodriguez

1. The undersigned
is a Notary Public, in and for the County and State
of Herkimer County, New York.

State of Illinois County of Cook

在這裏，我們可以說，「我」是「我」，「你」是「你」，「他」是「他」，「她」是「她」。

[see] _____

NORBERTO RODRIGUEZ
NORBERTO RODRIGUEZ
[Signature] [Signature]
[Seal] [Seal]

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

UNOFFICIAL COPY

8 9 4 9 3 2 6 4

FHA CASE# 131:5735413-703 / 203B

LOAN #00056523 (0094)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 11TH day of OCTOBER
Mortgage/Deed of Trust of even date by and between

19 89 , amends the

NORBERTO RODRIGUEZ
MARIA R. RODRIGUEZ , 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 executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

NORBERTO RODRIGUEZ
MARIA R. RODRIGUEZ , HUSBAND AND WIFE

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

Norberto Rodriguez
NORBERTO RODRIGUEZ

[Seal]

Maria Rodriguez
MARIA R. RODRIGUEZ

[Seal]

[Seal]

89493264 [Seal]

Signed, sealed and delivered
in the presence of

Nancy Georges

UNOFFICIAL COPY

SEE A CORRESPONDING ITEM IN THE
(6000) DOCUMENT CARD

RECEIVED
DEPT OF RECORDS MICHIGAN CITY
THURSDAY DECEMBER 10 1976

RECORDED 12/10/76 BY J. R. HARRIS
IN THE OFFICE OF THE CLERK OF COOK COUNTY,
ILLINOIS.

RECORDED 12/10/76 BY J. R. HARRIS
IN THE OFFICE OF THE CLERK OF COOK COUNTY,
ILLINOIS.

RECORDED 12/10/76 BY J. R. HARRIS

RECORDED 12/10/76 BY J. R. HARRIS

RECORDED 12/10/76 BY J. R. HARRIS
IN THE OFFICE OF THE CLERK OF COOK COUNTY,
ILLINOIS.

RECORDED 12/10/76 BY J. R. HARRIS
IN THE OFFICE OF THE CLERK OF COOK COUNTY,
ILLINOIS.

RECORDED 12/10/76 BY J. R. HARRIS

RECORDED

RECORDED 12/10/76 BY J. R. HARRIS