

# UNOFFICIAL COPY

FHA Case No.

89557867

131:5843529-703 / 203B  
LOAN #00059229(0095)

State of Illinois

## Mortgage

This Indenture, made this 20<sup>TH</sup> day of NOVEMBER, 19 89, between

MARK A. WILLIS  
FADRA L. WINSTON-WILLIS, 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

FIFTY SIX THOUSAND FIVE HUNDRED SEVENTY ONE AND 00/100

Dollars (\$ 56,571.00), payable with interest at the rate of TEN per centum (10.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at 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

FOUR HUNDRED NINETY SIX AND 45/100

Dollars (\$ 496.45), on the first day of JANUARY, 19 90, 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

DECEMBER, 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 situated, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 5 IN BLOCK 11 IN E.P. MAYNARDS 77TH STREET ADDITION TO WEST AUBURN, A SUBDIVISION OF BLOCKS 11 AND 12 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: P.T.I.N. 20-29-410-024  
7612 SOUTH CARPENTER STREET  
CHICAGO, ILLINOIS 60620

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 (j)) in accordance with the regulations for those programs.

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SBE ATTACHED ASSUMPTION RIDER

The Covenant herein contained shall not be construed to... administrator, successors, and assigns of the parties hereto...

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

And in the Event that a writ or order shall be obtained to be day, the Mortgagee shall have the right immediately to foreclose this mortgage and to sell the property or any part thereof, the court in any event shall have the right to order the sale of the property...

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... all the said principal money remaining unpaid on the date of the foreclosure...

And in Case of Foreclosure of the mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees and disbursements... 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 Foreclosure of the mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees and disbursements... and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure...

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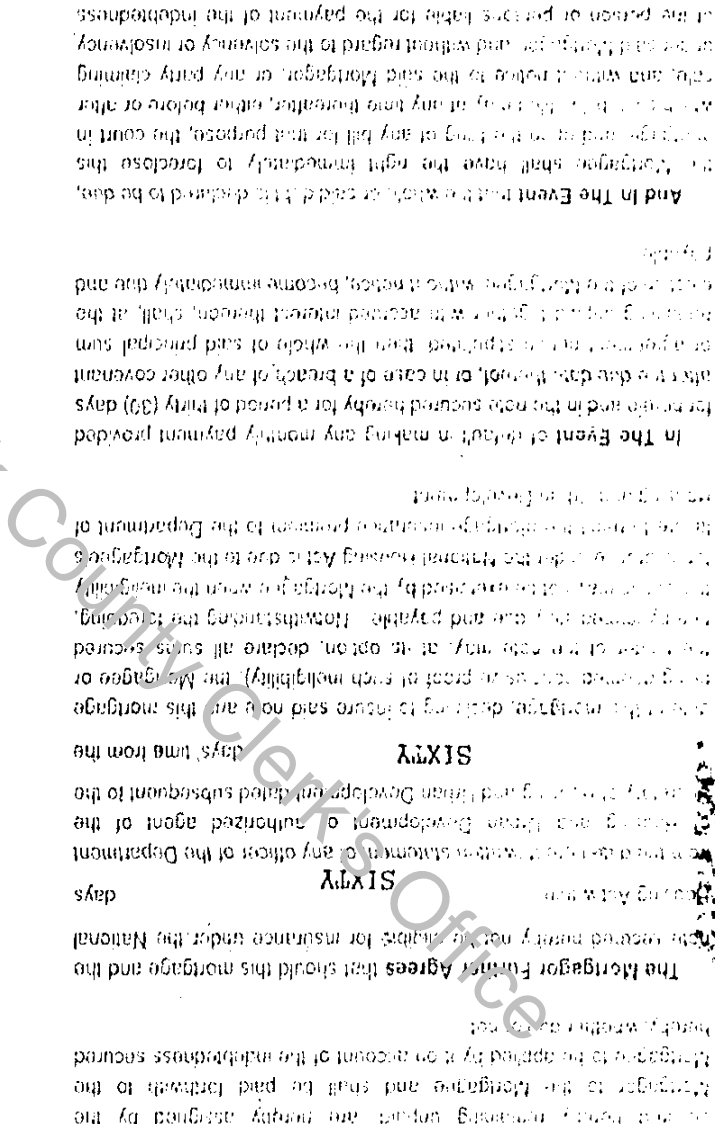
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# UNOFFICIAL COPY

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

Mark A. Willis

[Seal]

Fadra L. Winston-Willis

[Seal]

MARK A. WILLIS

FADRA L. WINSTON-WILLIS

[Seal]

[Seal]

State of Illinois

County of COOK

I, **THE UNDERSIGNED**, a notary public in and for the county and State aforesaid, Do Hereby Certify That **MARK A. WILLIS**

and **FADRA L. WINSTON-WILLIS**, 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 20TH day NOVEMBER, A.D. 1989

"OFFICIAL SEAL"  
Tina M. Frisco  
Notary Public, State of Illinois  
My Commission Expires 11/30/91

Tina M. Frisco

Notary Public

89557867

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

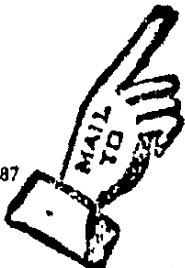
o'clock

m., and duly recorded in Book

of

page

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



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LOAN #00059229 (0095)

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

This Rider, dated this 20<sup>TH</sup> day of NOVEMBER 19 89, amends the Mortgage/Deed of Trust of even date by and between

MARK A. WILLIS  
FADRA L. WINSTON-WILLIS, 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,

MARK A. WILLIS  
FADRA L. WINSTON-WILLIS, HUSBAND AND WIFE

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

*Mark A. Willis*

89557867

MARK A. WILLIS

[Seal]

*Fadra L. Winston-Willis*

FADRA L. WINSTON-WILLIS

[Seal]

89-557867

[Seal]

[Seal]

Signed, sealed and delivered in the presence of

*[Signature]*

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Property of Cook County Clerk's Office

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