

UNOFFICIAL COPY

89018049

FHA Case No.

131:5566804-703 / 203B
LOAN #00051970(0059)

State of Illinois

Mortgage

This Indenture, made this 5TH day of JANUARY, 19 89, between

CONRADO BALUYUT
ANGELITA BALUYUT, HUSBAND AND WIFE
RUEL BALUYUT
GINA BALUYUT, HUSBAND AND WIFE

89018049, 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

EIGHTY NINE THOUSAND TWO HUNDRED SIXTY EIGHT AND 00/100

Dollars (\$ 89,268.00) payable with interest at the rate of ELEVEN AND ONE-HALF per centum (11.500 %) 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

EIGHT HUNDRED EIGHTY FOUR AND 01/100

Dollars (\$ 884.01), on the first

day of MARCH, 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

FEBRUARY, 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:

COOK

PARCEL I: THE EAST 54 FEET 4 INCHES OF LOT 1 AND THE EAST 51 FEET 4 INCHES OF THE NORTH 10 FEET OF LOT 2 IN BLOCK 7 IN CONGDON RIDGE ADDITION TO ROGERS PARK IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL I AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 15751359.

PERMANENT INDEX NO. 11-30-318-027-0000

DEPT-01 \$15.00
TH444 TRAN 4770 01/12/89 12:19:00
#3598 # D 89-018049
COOK COUNTY RECORDER

89018049

BOX 260

ALSO KNOWN AS:
2337 WEST CHASE
CHICAGO, ILLINOIS 60645

15.00

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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Mortgagee, who may make proof of loss if not made in event of loss. Mortgagee will give immediate notice by mail to the payee clauses in favor of and in form acceptable to the Mortgagee. The Mortgages shall be held by the Mortgagee and have attached thereto loss companies approved by the Mortgagee and the policies and renewals not been made hereinafter. All insurance shall be carried in any premium on such insurance provision for payment of which has any may be required by the Mortgagee and will pay promptly, when due, as casualties and contingencies in such amounts and for such periods as time to time by the Mortgagee against loss by fire and other hazards, insured on the mortgaged property, insured as may be required hereafter.

That He will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required hereafter for the use of the premises hereinabove described.

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 under said note.

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And said Mortgagee covenants and agrees to hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors or assigns, for the purposes and uses herein set forth from the date of this deed, and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits shall not be waived, released or otherwise impaired by the said Mortgagee, its successors or assigns, and shall be held in trust to pay said

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FHA CASE# 13125566804-703 / 203B
LOAN #00051970 (0059)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 5TH day of JANUARY 19 89, amends the
Mortgage/Deed of Trust of even date by and between

CONRADO BALUYUT
ANGELITA BALUYUT, HUSBAND AND WIFE
RUEL BALUYUT
GINA BALUYUT, 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)

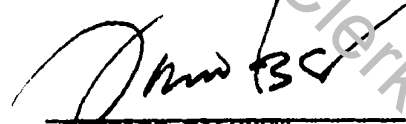
by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 months after the

date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

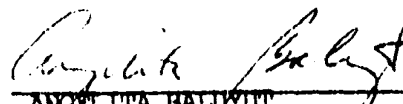
IN WITNESS WHEREOF,

CONRADO BALUYUT
ANGELITA BALUYUT, HUSBAND AND WIFE
RUEL BALUYUT
GINA BALUYUT, HUSBAND AND WIFE


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



CONRADO BALUYUT [Seal]



ANGELITA BALUYUT [Seal]

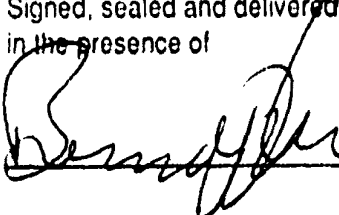


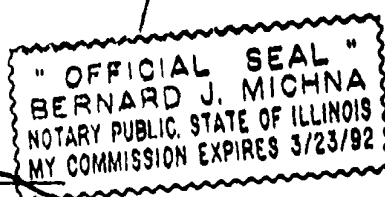
RUEL BALUYUT [Seal]



GINA BALUYUT [Seal]

Signed, sealed and delivered
in the presence of





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Property of Cook County Clerk's Office

tion of the property. insurance, and other items necessary for the protection and preservation of the property. 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 than 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 of the person or persons liable for the payment of the indebtedness 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 for herein and in the note secured hereby for a period of thirty (30) days 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

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

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

That if the premises, or any part thereof, be condemned under any proceeds, and the consideration for such acquisition, to the extent of power of eminent domain, or acquired for a public use, the damages hereby secured upon this Mortgage, and the full amount of indebtedness unpaid, are hereby assigned by the Mortgagee 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.

promptly by Mortgagee, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly 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 Government herein Guaranteed shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. However, the Government shall not be bound by the terms of the Assumption Rider, and the mortgagee shall not be bound by the terms of the Assumption Rider.

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.

The Mortgagee shall pay said note at the time and in the manner stated and that it shall, 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 benefit of all status or laws which require the earlier execution, delivery or 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 notary public's 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 on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (4) All the accrued interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (5) The surplus of the proceeds of any 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 attorneys' fees, of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a contract 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.

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 hereinafore 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.

Conrado Baluyut [Seal]
CONRADO BALUYUT

Angelita Baluyut [Seal]
ANGELITA BALUYUT

Ruel Baluyut [Seal]
RUEL BALUYUT

Gina Baluyut [Seal]
GINA BALUYUT

State of Illinois

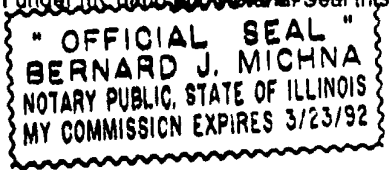
County of Cook

I, *Bernard J. Michna*, a notary public, in and for the county and State aforesaid, Do Hereby Certify That

Conrado Baluyut and Angelita Baluyut, his wife,

and Ruel Baluyut and Gina Baluyut, his wife, personally known to me to be the same person whose names 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 5th day of January, A.D. 1988.



Bernard J. Michna
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

89018349

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