

State of Illinois

Mortgage

470987 H.S. 282

This Indenture, made this 20TH day of JANUARY, 19 89, between
MARY L. ROBINSON, A WIDOW
TEMPLE A. THORNTON, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND

, 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

SEVENTY THOUSAND SIX HUNDRED EIGHTY SEVEN AND 00/100

Dollars (\$ 70,687.00) 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 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

SIX HUNDRED TWENTY AND 33/100

Dollars (\$ 620.33), 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 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:

COOK

LOT 3 IN HARVARD RESUBDIVISION OF LOTS 3 TO 40 INCLUSIVE IN BLOCK 5 AND LOTS 1 TO 42 INCLUSIVE IN BLOCK 6 IN FORSYTHE'S SUBDIVISION OF THE NORTH 32 ACRES OF THE SOUTH 55 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 20-33-217-021

ALSO KNOWN AS:

8106 SOUTH PRINCETON AVENUE
CHICAGO, ILLINOIS 60620

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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1 2 3 4 5 6 7 8 9 10

tion of the property.

insurance, and other items necessary for the protection and preserva-
accepted toward the payment of the indebtedness, costs, taxes,
redemption, and such rents, issues, and profits when collected may be
case of sale and a delinquency, 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
of the person or persons liable for the payment of the indebtedness
under said Mortgage, and without regard to the solvency or insolvency
sale, and without notice to the said Mortgage, or any party claiming
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
or agreement herein stipulated, then the whole of said principal sum
remaining unpaid together with accrued interest thereon, shall, at the
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
this option may not be exercised by the Mortgagee when the indigibility
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 indigibility, the Mortgagee or
date of this mortgage, declining to insure said note and its mortgage

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

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

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
the full amount of indebtedness upon this Mortgage, and the Note
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.
hereby, all right, title and interest of the Mortgagee in and to any
mortgaged property in extinguishment of the indebtedness secured
in event of foreclosure of this 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

[Handwritten signature]

The Covenants Herein Contained shall bind, and the benefits and
advantages shall inure, to the respective heirs, executors, ad-
ministrators, 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.

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.
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, except a release or satisfaction of this
and void and Mortgagee will, within thirty (30) days after written
covenants and agreements herein, then this conveyance shall be null
ataresaid and shall abide by, comply with, and duly perform all the
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 surplus 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 moneys advanced by the
advertising, sale, and conveyance, including attorneys', solicitors', and
pursuance of any such decree; (1) All the costs of such suit or suits,
Mortgagee and be paid out of the proceeds of any sale made in
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
solicitors' fees, and stenographers' fees of the complainant in such
any court of law or equity, a reasonable sum shall be allowed for the
And in Case of Foreclosure of this mortgage by said Mortgagee in

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 as may be
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 heretofore described; and employ other persons and
expand itself such amounts as are reasonably necessary to carry out
the provisions of this paragraph.

25599806886725

UNOFFICIAL COPY

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

Mary L. Robinson [Seal]
MARY L. ROBINSON

Tempie A. Thornton [Seal]
TEMPIE A. THORNTON

_____ [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 Mary L. Robinson, a Widow

and Tempie A. Thornton, a married woman, (his/its) personally known to me to be the same
person whose name S 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 20 day of January, A.D. 19 89

OFFICIAL SEAL
Mary Ann Dryer
Notary Public, State of Illinois
My Commission Expires 3/17/91
Filed for Record in the Recorder's Office of
Cook County, Illinois

Notary Public

Doc. No.

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

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



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

89036552

UNOFFICIAL COPY

8 9 9 3 5 5 2
FHA CASE# 131:5610200-703 / 203B
LOAN #00053424 (0097)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

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

MARY L. ROBINSON, A WIDOW
TEMPIE A. THORNTON, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND

RECORDING \$15.25
74222 TRAK 2000 01/24/89 09:25:00
4493 B **89-036552
COOK COUNTY RECORDER

, 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.

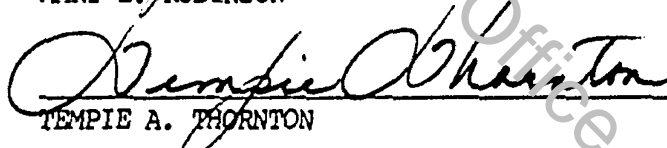
IN WITNESS WHEREOF,

MARY L. ROBINSON, A WIDOW
TEMPIE A. THORNTON, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND

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



MARY L. ROBINSON [Seal]



TEMPIE A. THORNTON [Seal]

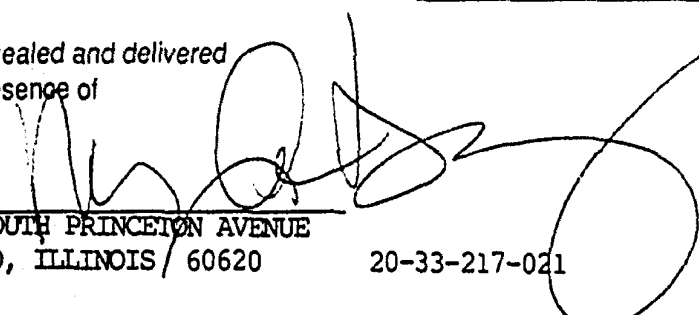
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[Seal]

[Seal]

Signed, sealed and delivered
in the presence of



8106 SOUTH PRINCETON AVENUE
CHICAGO, ILLINOIS 60620

20-33-217-021

13.25

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Property of Cook County Clerk's Office

2025/01/01