

State of Illinois

Mortgage

This Indenture, made this 21ST day of APRIL, 19 89, between

KEITH D. TATE SR.
KAREN TATE, HUSBAND AND WIFE

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

THE STATE OF COLORADO

, Mortgagee.

a corporation organized and existing under the laws of

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 TWO THOUSAND SIX HUNDRED TWENTY SIX AND 00/100

Dollars (\$ 52,626.00) payable with interest at the rate of TEN AND ONE-HALF per centum (10.500 %) 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

FOUR HUNDRED EIGHTY ONE AND 39/100

Dollars (\$ 481.39), on the first

day of JUNE, 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

MAY, 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:

PARCEL 1: LOT 8 IN BLOCK 4 IN WILLIAM OLDS ADDITION TO DOLTON, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 1/2 OF THE NORTH/SOUTH VACATED ALLEY LYING EAST AND ADJOINING PARCEL 1 AS VACATED BY ORDINANCE RECORDED SEPTEMBER 11, 1952 AS DOCUMENT NUMBER 20956435, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: P.T.I.N. 29-03-429-008
14517 MURRAY AVENUE
DOLTON, ILLINOIS 60419

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.

MT 37688 8/2

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tion of the property

insurance, and other items necessary for the protection and preserva- 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 term, during the pendency of such foreclosure suit and, in Mortgagee will 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 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 or 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

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's the option may not be exercised by the Mortgagee when the intelligibility 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 intelligibility, the Mortgagee or date of this mortgage, declining to insure said note and this mortgage days' time from the

SIXTY

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

SIXTY

Housing Act within days The Mortgagee Further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National 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 Mortgagee, 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 primarily by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of 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 Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whichever used, the singular number shall include 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.

If Mortgagee shall pay said note at the time and in the manner aforesaid and shall also 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 agrees to the benefits of all statutes or laws which require the earlier execution or delivery of such 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 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 Mortgagee.

allowed in any decree foreclosing this mortgage

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

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 hereinabove 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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UNOFFICIAL COPY

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

Keith D. Tate Sr. [Seal] Karen Tate [Seal]
 KEITH D. TATE SR. KAREN TATE
 _____ [Seal] _____ [Seal]

State of Illinois

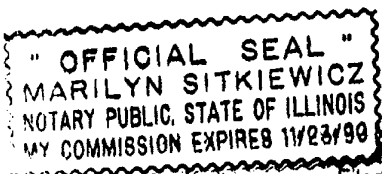
County of Cook

DEPT-01
 T#1111 TRPN 1926 04/28/89 13 15.00
 #2456 # 02 X-89-19 17.65
 COOK COUNTY RECORDER

I, the undersigned, _____, a notary public, in and for the county and State
 aforesaid, Do Hereby Certify That **Keith D. Tate, Sr.**

and **Karen Tate**, 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 21st day April, A.D. 1989,



Marilyn Sitkiewicz
 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 _____

MAIL ROOM →

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

BOX 327

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[Handwritten signature]

Signed, sealed and delivered
in the presence of

89191765

[Seal]

[Seal]

KAREN TATE

[Handwritten signature]
[Seal]

KEITH D. TATE SR.

[Handwritten signature]
[Seal]

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

KEITH D. TATE SR., HUSBAND AND WIFE
KAREN TATE, HUSBAND AND WIFE

IN WITNESS WHEREOF,

accordance with the requirements of the Commissioner.

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

all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)

The mortgagor or holder of the note shall, with the prior approval of the Federal Housing Commissioner,

hereafter referred to as Mortgagor or Holder of the Note, as follows:

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

hereafter referred to as Mortgagor/Grantor, and

KEITH D. TATE SR., HUSBAND AND WIFE
KAREN TATE, HUSBAND AND WIFE

This Rider, dated this 21ST day of APRIL 19 89, amends the Mortgage/Deed of Trust of even date by and between

FHA ASSUMPTION RIDER TO THE
MORTGAGE/DEED OF TRUST

UNOFFICIAL COPY

Property of Cook County Clerk's Office
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