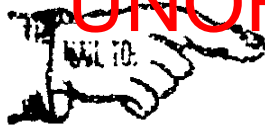


UNOFFICIAL COPY



A.T.G.H. BOX 870

89236180

5 9 2 3 3

FHA Case No.

131:5699584-703 / 203B
LOAN #00055987(0059)

State of Illinois

Mortgage

This Indenture, made this 19TH day of MAY, 19 89, between

SHERRY DELISLE, A SINGLE WOMAN
ARTHUR DELISLE, DIVORCED AND NEVER SINCE REMARRIED

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 ONE THOUSAND TWO HUNDRED SEVENTY FIVE AND 00/100

Dollars (\$ 81,275.00) 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

, 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

SEVEN HUNDRED SEVENTY FOUR AND 00/100

Dollars (\$ 774.00), on the first

day of JULY, 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

JUNE, 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 46 IN BLOCK 5, IN DICKEY AND BAKER'S SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 13-33-110-061

DEPT-01 RECORDING \$15.25
142222 TRAN 6171 05/24/89 14:30:00
#233 # B *-89-236180
COOK COUNTY RECORDER

ALSO KNOWN AS:
2048 NORTH LOCKWOOD
CHICAGO, ILLINOIS 60639

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the 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 (8)) in accordance with the regulations for those programs.

1505

REI ATTORNEY SERVICES # 7401

89236180

(a) A sum equal to the ground rents, if any, next due, plus the premiums 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 (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

And the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagee shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale of forfeiture of the said premises or any part thereof to satisfy the same.

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its 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 Mortgagee does hereby expressly release and waive.

And Said Mortgagee covenants and agrees:

(i) ground rents, if any, taxes, special assessments, fire, and other

That He Will Keep the improvements now existing or hereafter erected on the mortgaged property, 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 not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made

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 for the use of the premises hereinabove described.

Under said note graph as a credit against the amount of principal then remaining unpaid the funds accumulated under subsection (a) of the preceding paragraph at the time the property is otherwise acquired, the balance then remaining in the account of such indebtedness, credit to the account of the Mortgagee, or any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph, if there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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

(i) interest on the note secured hereby;

(ii) hazard insurance premiums;

(iii) amortization of the principal of the said note; and

(iv) late charges.

89236180

3 4 2 3 3 1 3 0

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 or plural, the plural, the plural, 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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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 Mortgage, 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, 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 statutory period of foreclosure, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, mortgages, and other debts necessary for the protection and preservation of the property.

It is Agreed that the 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 the Mortgagee shall, within thirty (30) days after written demand herefor by the Mortgagee, execute a release or satisfaction of this mortgage, and the Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by the Mortgagee.

And These Shall be Included in any decree foreclosing this mortgage and be paid out of the proceeds of any sale or suits, advertising, sale, and conveyance, including attorney's, solicitor's, and other costs of such suit or suits. (1) All the costs of such suit or suits, 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 surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

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 expenses of the complainant in such proceedings, including attorney's fees, 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.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages to be paid therefor, or any part thereof, shall be applied by the Mortgagee to the payment of the indebtedness secured hereby, whether or not the Mortgagee is a party to the proceedings.

89236180

UNOFFICIAL COPY

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

Sherry de Lisle [Seal]
SHERRY DELISLE

Arthur Delisle [Seal]
ARTHUR DELISLE

[Seal]

[Seal]

89236180

State of Illinois

County of Cook

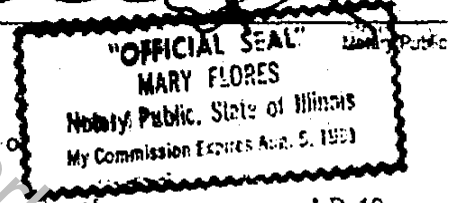
I, Mary Flores a notary public, in and for the county and State
aforesaid, Do Hereby Certify That Sherry Delisle & Arthur Delisle - divorced
AS A SINGLE & not since remarried
WOMAN

and one his wife, personally known to me to be the same
person whose name is 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 19th day of July

A.D. 1980

[Handwritten Signature]



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

PREPARED BY AND RETURN TO:

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

UNOFFICIAL COPY

3 9 2 FHA CASE# 131:5699584-703 / 2038
LOAN# 00055987 (0059)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

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

SHERRY DELISLE, A SINGLE WOMAN
ARTHUR DELISLE, DIVORCED AND NEVER SINCE REMARRIED

, 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,

SHERRY DELISLE, A SINGLE WOMAN
ARTHUR DELISLE, DIVORCED AND NEVER SINCE REMARRIED

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

Sherry A. Delisle [Seal]
SHERRY DELISLE

Arthur Delisle [Seal]
ARTHUR DELISLE

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

Myrtle Lee

99236180

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89236180