

UNOFFICIAL COPY

Mortgage

FHA CASE NO. 131-5670256-748

State of Illinois

89170574

This Indenture, Made this 13th day of April, 1989, between

Eva Cooper divorced and not since remarried and Dena Cooper a spinster

Mortgagor, and American States Mortgage, Inc.

a corporation organized and existing under the laws of the State of ILLINOIS
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 Thirty Seven Thousand and no/100-----

Dollars (\$ 37,000.00)

payable with interest at the rate of Ten and one half per centum (10.5)

per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in , Homewood, Illinois

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 Three Hundred Thirty Eight and 45/100-----

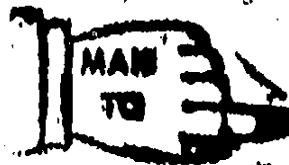
Dollars (\$ 338.45) on the first day of June, 1989, and a like sum of the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1990.

Now, therefore, the said Mortgagor, for the better securing of the payment of 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 situate, lying, and being in the county of Cook and the State of Illinois, to wit:

Parcel 1: Unit 36-1 together with its undivided percentage interest in the common elements in Arboretum In Park Forest Condominium as delineated and defined in the declaration recorded as Document Number 22264933, in the Southwest 1/4 of Section 30 and part of the Northwest 1/4 of Section 31, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 as set forth in the declaration recorded as Document Number 22264933, for ingress and egress, all in Cook County, Illinois.

Property Address: 15 Dunlap
Park Forest, IL 60466
Tax Number: 32-31-122-002-1028



WestAmerica Mortgage Co.

Terrace OAKS II

17 W. 635 Butterfield Rd
OAKBROOK Terrace, IL 60181

*This mortgage is being rerecorded in order to add the declaration recording information on the condo rider.

Together with all and singular the tenements, hereditaments and appurtenances therunto 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 provide for periodic Mortgage Insurance Premium payments.

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apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

And as additional security for the payment of the indebtedness hereunder the Mortgagor 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.

That he will keep the improvements now existing or hereafter erected on the mortgaged property, if such things 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may, make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor 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 mortgaged. In event of foreclosure of this mortgage or other transfer of the mortgaged property in extinguishment of the indebtedness secured hereby, all rights, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the Mortgagee or grantee.

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

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagor or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 after the due date thereof, or in case of a breach of any other covenant 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 payable.

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 Mortgagor, 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 applications 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, as a homestead, enter an order placing the Mortgagee in possession of the premises, 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 full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

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 Mortgagor 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.

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, or 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.

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; (4) all the said principal money remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide 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 Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

Administrators, successors, and assigns 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 Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

Property Address: 15 Dunlap
Park Forest, IL 60466

Tax Number: 32-31-122-002-1028

The covenants herein contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors.

89170574

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

Eva Cooper (SEAL)
Eva Cooper

Dena Cooper (SEAL)
Dena Cooper

_____ (SEAL) _____ (SEAL)

DEPT-01 \$16.25

14444 TRAN 6511 04/18/89 13:45:00

#4572 # D * -89-170574
COOK COUNTY RECORDER

State of Illinois)
County of Cook) ss:

I, the undersigned, a notary public, in and for the county and State aforesaid, do hereby certify that Eva Cooper divorced and not since remarried and Dena Cooper a spinster

XXXXX
I, _____, personally known to me to be the same person whose name s 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 13th day of April, A.D. 19 89.

Irene E. Carey
Notary Public

"OFFICIAL SEAL"
Irene E. Carey
Notary Public, State of Illinois
Doc. No. My Commission Expires 11/22/90

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 _____

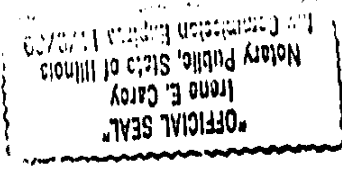
~~\$16.00 MAIL~~

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MR00274 17

Property Address: 15 Dunlap
Park Forest, IL 60466
Tax Number: 32-31-122-002-1028



Irene E. Carey
NOTARY PUBLIC

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69170574

69294179

GIVEN under my hand and Notarial Seal this

1, the undersigned, a notary public in and for the county and State aforesaid, do hereby certify that Eva Cooper divorced and not since remarried and his wife, personally known to 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.

STATE OF ILLINOIS)
COUNTY OF Cook)
(SS:)

COOK COUNTY RECORDER

4445 + E * -89-294179

TRAN 2957 06/28/89 10:17:00

412.00

Irene E. Carey
DEPT-M (SEAL)

Eva Cooper
(SEAL)

COOK COUNTY RECORDER

4446 + E * -89-294179

TRAN 2958 06/28/89 10:21:00

44.00

"The mortgagee further covenants that he will pay his share of the common expenses or assessments and charges by the Association of Owners as provided in the instruments establishing the condominium."
"The Regulatory Agreement executed by the Association of Owners and attached to the Plan of Apartment Ownership (Master Deed or Enabling Declaration) recorded on AS DOCUMENT #22264933 in the Lands Records of the County of Cook, State of Illinois, is incorporated in and made a part of this mortgage (deed of trust). Upon default under the Regulatory Agreement by the Association of Owners or by the mortgagee (grantor) and upon request by the Federal Housing Commissioner, the mortgagee, at its option may declare this mortgage (deed of trust) in default and may declare the whole of the indebtedness secured hereby to be due and payable."
"As used herein, the term 'assessments', except where it refers to assessments and charges by the Association of Owners, shall mean 'special assessments' by state or local governmental agencies. districts or other public taxing or assessing bodies."

FHA CONDO RIDER - ILLINOIS
FHA SECTION 234 (C)

8 9 1 7 0 5 7 4

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MH04770M 3:08 - FHA Assumption Rider

6/4/77 11:50 AM 17 50 15 17 74 9

[Signature]
in the presence of

Signed, sealed and delivered

[Seal]

[Seal]

[Seal]

[Seal]

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89294179

Tax Number: 32-31-122-002-1028

Property Address: 15 Dunlap Park Forest, IL 60466

hands (e) and seal(s) the day and year first aforesaid.

IN WITNESS WHEREOF, Eva Cooper divorced and not since remarried and Dena Cooper a splinster
date on which the mortgage/deed of trust was executed, to a purchaser whose credit has not
been approved in accordance with the requirements of the Commissioner.
by the mortgagor/grantor, pursuant to a contract of sale executed not later than _____ months after the
all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)
or his designee, declare all items secured by the mortgage/deed of trust to be immediately due and payable if
The mortgagor or holder of the note shall, with the prior approval of the Federal Housing Commissioner,
, hereafter referred to as Mortgagee or Holder of the Note, as follows:
American States Mortgage, Inc.

, hereafter referred to as Mortgagor/Grantor, and

This Rider, dated this 13th day of April 19 89, amends the
Mortgage/Deed of Trust of even date by and between
Eva Cooper divorced and not since remarried and Dena Cooper a splinster

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

When recorded Mail To:
WestAmerica Mortgage Company
Terrace Oaks II
17 West 655 Butterfield Road
Oakbrook Terrace, IL 60181

This Document was Prepared By:
American States Mortgage, Inc.
2028 Elm Road
Homewood, IL 60430

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Return to: WestAmerica Mufflers Co.
14707 East 2nd Ave.
Aurora, Colorado 80011

Property of Cook County Clerk's Office

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