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8 9 8 1 3 5 FHA Case No.

131:5661674-748 / 203B
LOAN #00055058(0095)

State of Illinois

Mortgage

472383 N/C
5 MR

This Indenture, made this 30TH day of JUNE, 19 89, between

ERNEST MITCHELL
GLORIA J. MITCHELL, HUSBAND AND WIFE

89313526

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

Mortgagor, and

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

FORTY SIX THOUSAND FOUR HUNDRED FIFTY AND 00/100

Dollars (\$ 46,450.00) 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 at 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 FORTY TWO AND 35/100

Dollars (\$ 442.35), on the first

day of AUGUST, 1989, and the 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

JULY, 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 situate, lying, and being in the county of
COOK and the State of Illinois, to wit:

PARCEL 1: THE EAST 19.83 FEET OF THE WEST 60.13 FEET AND THE SOUTH 13.0 FEET
OF THE NORTH 27.0 FEET OF THE EAST 19.0 FEET OF LOT 29 (EXCEPT THE NORTH 9.0
FEET THEREOF), ALL OF LOT 28, AND THE NORTH 12.0 FEET OF LOT 27, TAKEN AS A
TRACT, IN BLOCK 4 IN FORSYTHE'S SUBDIVISION OF THE NORTH 32 ACRES OF THE SOUTH
55 ACRES OF THE WEST 1/2 OF THE NORTHEASTERLY 1/4 OF SECTION 33, TOWNSHIP 38
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET
FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 18897762 AND AS
AMENDED BY DOCUMENT NO. 18936070, IN COOK COUNTY, ILLINOIS.

TAX ID #20-33-208-057

ALSO KNOWN AS:
8035 SOUTH STEWART AVENUE UNIT B
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.

89313526

To Have and to Hold the above-described premises, with their 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 bonds, 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

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not to suffer any lien of mechanics men or material men to attach to said premises, to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said premises are situated, upon the Mortgagee on account of the ownership thereof, (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness incurred for the benefit of the Mortgagee in such forms or amounts as may be required in such amounts as may be required by the Mortgagee.

In the event of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and reasonable premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any monies so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, the amount thereof to be paid out of proceeds of the sale of the mortgaged premises, the amount thereof to be paid out of proceeds of the sale of the mortgaged premises.

It is expressly provided, however, that 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 or forfeiture of the premises or any part thereof to satisfy the same.

And the said Mortgagee further covenants and agrees as follows:

That privilege is reserved to pay the debt, in whole or in part, on any maturity date.

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:

(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

(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 to the following items in the order set forth:

(i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;

(ii) interest on the note secured hereby;

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

(iv) late charges.

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes and assessments, or insurance premiums, as the case may be, such excess, if the loan is current at the option of the Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee under subsection (a) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any balance remaining in the funds accumulated under the provisions of subsection (a) of the preceding paragraph. If there shall be a default under or any of the provisions of this mortgage resulting in a public sale of the property otherwise after default, the Mortgagee shall acquire the property or the proceeds of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note.

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.

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. Mortgagee, who may make proof of loss if not made in event of loss. Mortgagee will give immediate notice by mail to the

under said note

under said note

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

Ernest Mitchell (Seal)
ERNEST MITCHELL

Gloria J. Mitchell (Seal)
GLORIA J. MITCHELL

[Seal]

[Seal]

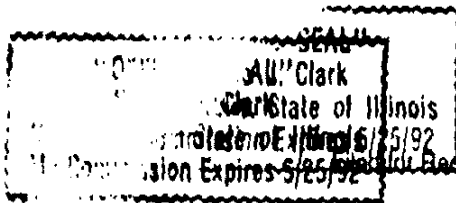
State of Illinois

County of COOK

I, the undersigned Ernest Mitchell & Gloria Mitchell, husband & wife, a notary public, in and for the county and State aforesaid, Do Hereby Certify That Ernest Mitchell & Gloria Mitchell, husband & wife

and his wife, personally known to me to be the same person whose name is ack 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 30TH day of JUNE, A.D. 19 89

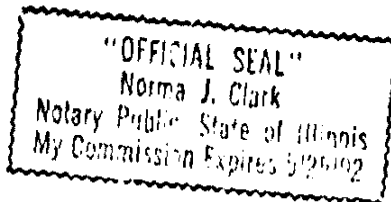


Norma J. Clark
Notary Public

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

89313526

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LOAN #00055058 (0095)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 30TH day of JUNE 19 89, amends the
Mortgage/Deed of Trust of even date by and between

ERNEST MITCHELL
GLORIA J. MITCHELL, 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 executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

ERNEST MITCHELL
GLORIA J. MITCHELL, HUSBAND AND WIFE

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

Ernest Mitchell [Seal]
ERNEST MITCHELL

RE: 8035 SOUTH STEWART AVENUE UNIT B
CHICAGO, ILLINOIS 60620
TAX ID #20-33-208-057

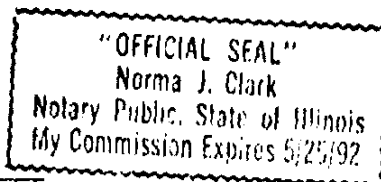
Gloria J. Mitchell [Seal]
GLORIA J. MITCHELL

_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

Norma Clark



0313526

-89-313520