

UNOFFICIAL COPY

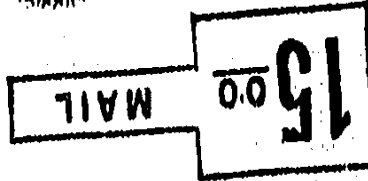
24 C.F.R. 203.17(a)

HUD-92116M.1 (9-86 Edition)

This form is used in connection with mortgages insured under the one-to-four family program of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (c)) in accordance with the regulations for these programs.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 pumps, organs 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 Mortgagee in and to said premises.

ALSO KNOWN AS:
814 SOUTH KEVALE AVENUE
CHICAGO, ILLINOIS 60624



88153306

L.I.N. 16-15-110-039 VOLUME 563

DEPT-01
141444 TRAM 1756 04/13/88 13,20.00
#2939 # D * 88-153306
COOK COUNTY RECORDER

LOT 26 IN BLOCK 4 IN MUNSON'S ADDITION TO CHICAGO, A SUBDIVISION (EXCEPT THE NORTHWEST 1/4 ACRES THEREOF) OF 26 ACRES LYING NEXT SOUTH AND ADJOINING THE CENTER OF BARRY ROAD OF THE EAST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

New, Therefore, the said Mortgagee, 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 Warranty unto the Mortgagee, its successors or assigns, the following described Real Estate of, lying, and being in the county of Cook and the State of Illinois, to wit:

88-153306

MAY 2018

THIRTY TWO THOUSAND THREE HUNDRED EIGHTY AND 41/100 Dollars (\$ 308.41), on the first day of JUNE 19 88, 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

THIRTY TWO THOUSAND THREE HUNDRED EIGHTY FIVE AND 00/100 Dollars (\$ 32,325.00), payable with interest at the rate of ELEVEN (11%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in DENVER, CO 80237

7900 EAST UNION AVENUE, SUITE 500
other place as the holder may designate, in writing, and delivered; the said principal and interest being payable in monthly installments or at such

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION, a corporation organized and existing under the laws of THE STATE OF COLORADO, Witnesseth: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of

KAREN B. WARREN, A SPINSTER
JAMES W. WARREN, A BACHELOR
The Indenture, made this 8TH day of APRIL 19 88, between Mortgagee, and

State of Illinois Mortgage
131:5202643-703 / 203B
LOAN #00041766 (0099)

89347407
88153306
THIS MORTGAGE IS BEING RE-RECORDED TO SHOW CONNECTION TO SIGNATURE

TRUST
WIK
51563306

UNOFFICIAL COPY

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:

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 is 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, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case 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 insurance 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 moneys 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, if not otherwise paid by the Mortgagee.

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 tax 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 said 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 installment due 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 each month in a single payment to be applied 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.

Any delinquency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4c) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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

88153306



89347407

UNOFFICIAL COPY

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

Karen B. Warren (Seal)
KAREN B. WARREN

James W. Warren (Seal)
JAMES W. WARREN

____ (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: Karen B. Warren, a spinster

and James W. Warren, a bachelor _____, 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 8th day of April, A.D. 1988

commission expires:

OFFICIAL SEAL
Diane L. Bush
Notary Public, State of Illinois
My Commission Expires Feb. 4, 1991

Diane L. Bush
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 _____

PREPARED BY AND RETURN TO:
~~WESTAMERICA MORTGAGE COMPANY~~
17 WEST 595 BUTTERFIELD ROAD, SUITE 140
OAKBROOK TERRACE, IL 60181

WESTAMERICA MORTGAGE COMPANY
P. O. BOX 321
AURORA, CO 80040-0321

88153306

89347407

UNOFFICIAL COPY

MORTGAGE RIDER - FHA ASSUMPTION RIDER

7 4 7 4 3 9 5

B-1500

89347407

Karen B. Warren

Signed, sealed and delivered
in the presence of

[Seal]

[Seal]

[Seal]

[Seal]

JAMES W. WARREN

KAREN B. WARREN



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

KAREN B. WARREN, A SPINSTER
JAMES W. WARREN, A BACHELOR
IN WITNESS WHEREOF,

been approved in accordance with the requirements of the Commissioner.
date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not
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

the latter referred to as Mortgagor/Grantor, and

KAREN B. WARREN, A SPINSTER
JAMES W. WARREN, A BACHELOR

Mortgage/Deed of Trust of even date by and between

This Rider, dated this 8TH day of APRIL

19 88

amends the

DEPT-01 \$15.00

140000 TRAM 1652 07/28/89 13:21:00

43785 *S *89-347407

COOK COUNTY RECORDER

FHA ASSUMPTION RIDER TO THE
MORTGAGE/DEED OF TRUST

FHA CASE# 191:5202643-703 - 203B
LOAN #00041766 (0099)

88153306

UNOFFICIAL COPY

Property of Cook County Clerk's Office

85153306

89347407