

UNOFFICIAL COPY

FHA Case No.

131:5925821-703 / 203B
LOAN #00061341(0094)

State of Illinois

Mortgage

This Indenture, made this 15TH day of JANUARY, 19 90, between

JESUS GOMEZ
JUANA GOMEZ, HUSBAND AND WIFE
JUSTINO GOMEZ, A SINGLE MAN

90025570

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

ONE HUNDRED ELEVEN THOUSAND SIXTY SIX AND 00/100

Dollars (\$ 111,066.00) payable with interest at the rate of TEN AND ONE-HALE 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

ONE THOUSAND FIFTEEN AND 97/100

Dollars (\$ 1,015.97), on the first

day of MARCH, 1990, 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

FEBRUARY, 2020

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 Warranty 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 1 IN BLOCK 4 IN DICKEY AND BAKER'S NORTHWEST ADDITION TO CHICAGO IN SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SEP-01 \$16.25
141111 TRAN 5505 01/17/90 11:26:00
121111 A *-90-025570
COOK COUNTY RECORDER

90025570

90025570

PIN #13-34-128-018

ALSO KNOWN AS:
2056 NORTH KENNETH
CHICAGO, ILLINOIS 60639

16 Mail

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.

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 amount 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 hereinafter. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals therefor 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

Additional Security for the payment of the indebtedness also said 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 hereinafter described.

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

(iv) late charges.
 (iii) amortization of the principal of the said note; and
 (ii) interest on the note secured hereby;
 hazard insurance premium;
 (i) ground rents, taxes, special assessments, fire, and other

(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:
 (1) ground rents, taxes, special assessments, fire, and other

(a) A sum equal to the ground rents, if any, next due, plus the premium 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 privilege is reserved to pay the debt, in whole or in part, on any installment due date.

And this 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 or forfeiture of the said premises or any part thereof to satisfy the same.

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, or 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.

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, iron 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 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 the said premises, during the continuance of said indebtedness, insured for the full of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

And said Mortgagee covenants and agrees:

And said Mortgagee does hereby expressly release and waive
 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

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LOAN #00061341 (0094)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 15TH day of JANUARY 19 90, amends the Mortgage/Deed of Trust of even date by and between

JESUS GOMEZ
JUANA GOMEZ, HUSBAND AND WIFE
JUSTINO GOMEZ, A SINGLE MAN

, 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,

JESUS GOMEZ
JUANA GOMEZ, HUSBAND AND WIFE
JUSTINO GOMEZ, A SINGLE MAN

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

Jesus Gomez [Seal]
JESUS GOMEZ

Juana Gomez [Seal]
JUANA GOMEZ

Justino Gomez [Seal]
JUSTINO GOMEZ

_____ [Seal]

Signed, sealed and delivered
in the presence of

[Signature]

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE

STATE OF ILLINOIS
DEPARTMENT OF REVENUE

PROPERTY TAX

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PROPERTY

STATE

COUNTY

PARISH

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
PROPERTY TAX

Property of Cook County Clerk's Office

90025570100

PROPERTY TAX STATE OF ILLINOIS

STATE OF ILLINOIS

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SEE ATTACHED ASSUMPTION RIDER

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 Mortgagee, or any party claiming under said Mortgagee, 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, or for an order placing the Mortgagee in possession of the premises, or appointing 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.

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 hereof, 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.

Failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

from the date hereof (written statement of an officer of the Department of Housing and Urban Development or authorized agent or the Secretary of Housing and Urban Development, filed subsequent to the Housing Act within SIXTY days.

The Mortgagee Further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY days.

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

insurance policies thereon shall pass to the purchaser or grantee. herby, all right, title and interest of the Mortgagee in and to any mortgaged property in extinguishment of the indebtedness secured in favor of foreclosure of the mortgage or other transfer of title to the Mortgagee or to the satisfaction or repair of the property damaged. Mortgagee at its option either to the reduction of the indebtedness and the insurance proceeds, or any part thereof, may be applied by the to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, hereby authorized and directed to make payment for such loss directly promally by Mortgagee, and each insurance company concerned is

The Covenants Herein Contained shall bind, and the benefit and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. However 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

laws which require the earlier execution or delivery of such release or demand therefor by Mortgagee or excuse a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or and void and Mortgagee will, within thirty (30) days after written covenants and agreement herein, then this conveyance shall be null and void and shall abide by, comply with, and duly perform all the

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 abstractors' fees, outlays for documentary evidence and cost of said 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; (2) all the accrued interest, remaining unpaid on the indebtedness hereby secured; and (3) all the said principal money remaining unpaid. The surplus of the proceeds of the sale, if any, shall then be paid to the Mortgagee.

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 stamp duties, 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 thereby by reason of this mortgage, its 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.

Whenver 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 as may be 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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Witness the hand and seal of the Mortgagor, the day and year first written.

Jesus Gomez [Seal] Juana Gomez [Seal]
 JESUS GOMEZ JUANA GOMEZ

Justino Gomez [Seal] _____ [Seal]
 JUSTINO GOMEZ

State of Illinois

County of Cook

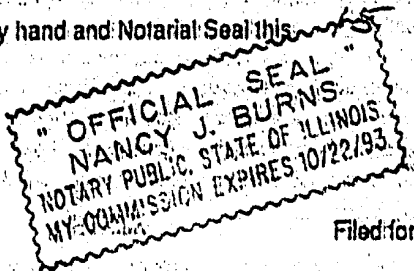
I, undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That:

Jesus Gomez, Juana Gomez, husband & wife & Justino Gomez, a bachelor

and person whose name s are his wife, personally known to me to be the same, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as 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 15 day

January 1990
Nancy J. Burns
Notary Public



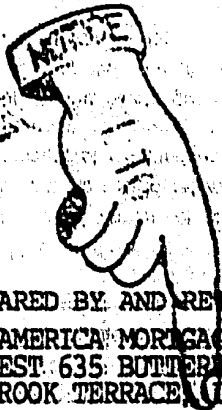
Doc. No.

01522000

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, ILL. 60181