

Mortgagee, who may make proof of loss if not made in event of loss. Mortgagee will give immediate notice by mail to the payee clauses in favor of and in form acceptable to the Mortgagee. Thereof shall be held by the Mortgagee and have attached thereto loss companies approved by the Mortgagee and the policies and renewals not been made heretofore. All insurance shall be carried in any premium on such insurance provision for payment of which has may be required by the Mortgagee and will pay promptly, when due, casualties and contingencies in such amounts and for such periods as time to time by the Mortgagee against loss by fire and other hazards, erected on the mortgaged property, insured as may be required from That He Will Keep the improvements now existing or hereafter

And as 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 hereinabove described.

under said note. The funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the Mortgagee shall acquire the property otherwise either 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 of subsection (a) of the preceding paragraph. If there shall Mortgage for any balance remaining in the funds accumulated under the the amount of such indebtedness, credit to the account of the in such amount represented thereby, 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 provisions of the note secured hereby, full payment of the entire mortgage, 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 premium, 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 refunded to the Mortgagee. If, however, the monthly payments made credited on subsequent payments to be made by the Mortgagee, or excess, if the loan is current, at the option of the Mortgagee, shall be assessments, or insurance premiums, as the case may be, such payments actually made by the Mortgagee for ground rents, taxes, and

If the total of the payments made by the Mortgagee under subsection (a) of the preceding paragraph shall exceed the amount of the payments made by the Mortgagee for ground rents, taxes, and assessments, or 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 refunded to the Mortgagee. If, however, the monthly payments made credited on subsequent payments to be made by the Mortgagee, or excess, if the loan is current, at the option of the Mortgagee, shall be assessments, or insurance premiums, as the case may be, such payments actually made by the Mortgagee for ground rents, taxes, and

(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:

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

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, not to suffer any lien of mechanics man 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, insured for the benefit 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: (b) All payments mentioned in the preceding subsection of the paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid to 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.

GETTY IMAGES

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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 damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser 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 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 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

SIXTY 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

SIXTY day's time from the

date of this mortgage, declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. Notwithstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagor's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

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, 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.

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

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.

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.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assignees 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.

SEE ATTACHED ASSUMPTION RIDER

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HUD-92116M.1

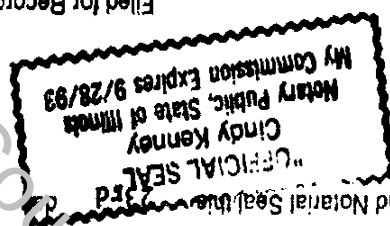
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PREPARED BY AND RETURN TO: BRENDA GALE
WESTAMERICA MORTGAGE COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 140
OAKBROOK TERRACE, IL 60181

43139



Filed for Record in the Recorder's Office of
County, Illinois, on the _____ day of _____
A.D. 19 _____



Cindy Kenney
Notary Public
JANUARY
A.D. 1990

and person whose name s
SARA E. POTTS
ARE
THEY
person and acknowledged that
signed, sealed, and delivered the said instrument as **THEIR**
subscribed to the foregoing instrument, appeared before me this day in
, his wife, personally known to me to be the same
JANUARY
A.D. 1990

State of Illinois
County of Cook
The Underigned
fore said, Do Hereby Certif. That
FRED L. POTTS
SARA E. POTTS

Witness the hand and seal of the Mortgagor, the day and year first written.
[Seal] Fred L. Potts
[Seal] Sara E. Potts
[Seal] _____
[Seal] _____

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FHA CASE# 131:5946243-703 / 203B
LOAN #00061983 (0095)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 23RD day of JANUARY 19 90, amends the
Mortgage/Deed of Trust of even date by and between

FRED L. POTTS
SARA E. POTTS, 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,

FRED L. POTTS
SARA E. POTTS, HUSBAND AND WIFE

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

1371 BUFFALO AVENUE
CALUMET CITY, ILLINOIS 60409

TAX #30-19-217-006

Fred L. Potts [Seal]

FRED L. POTTS

Sara E. Potts [Seal]

SARA E. POTTS

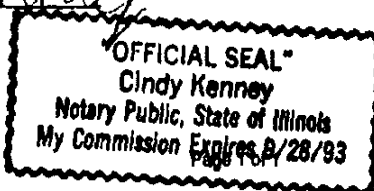
_____ [Seal]

_____ [Seal]

Signed, sealed and delivered
in the presence of

90043139

Cindy Kenney



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Property of Cook County Clerk's Office

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