

UNOFFICIAL COPY

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AFTER RECORDING MAIL TO:

WESTAMERICA MORTGAGE COMPANY
1 SOUTH 660 MIDWEST ROAD
OAKBROOK TERRACE, IL 60181

S1320406



LOAN NO. 00078232 #95

(Space Above This Line for Recording Date)

STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.

1316856898-703

This Mortgage ("Security Instrument") is given on September 2, 1992. The Mortgagor is

EARL R. JOHNSON,
DEBORAH J. JOHNSON, HUSBAND AND WIFE

whose address is 2701 WEST 89TH PLACE, EVERGREEN PARK, IL 60642

("Borrower"). This Security Instrument is given to WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION which is organized and existing under the laws of THE STATE OF COLORADO and whose address is 5655 S YOSEMITE ST, SUITE 460, ENGLEWOOD, COLORADO 80111 ("Lender"). Borrower owes Lender the principal sum of seventy thousand four hundred

Eighty Dollars and no/100 Dollars (U.S. \$ 70,480.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 15 IN J.E. HERRION AND COMPANY, A BEVERLY VIEW NUMBER 3, A SUBDIVISION OF LOT 4 (EXCEPT THE EAST 33 FEET THEREOF AND ALSO EXCEPT THE SOUTH 165.3 FEET OF THE EAST 229.50 FEET EXCEPTING THEREFROM THE EAST 33 FEET THEREOF IN SCAMMON'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 37-NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #24-01-214-014

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DEPT-01 RECORDING \$27.50
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COOK COUNTY RECORDER

which has the address of 2701 WEST 89TH PLACE EVERGREEN PARK Illinois 60642 ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits; water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for taxes (a), (b) and (c) shall equal one-twelfth of the annual amount, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-eighth of the estimated amount. The full annual amount for each item shall be accumulated in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly payments for such items payable to Lender prior to the due date of such items, exceeds by more than one-eighth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-eighth of the estimated payments by Borrower, at the option of Borrower, or pay the item when due, when Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary; or (ii) a monthly charge instead of a mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender. If the Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of the outstanding principal balance due on the Note.

If Borrower tender a payment of all items secured by the Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, immediately prior to a foreclosure sale of the Property or its acquisition by Lender.

Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c) and (d) and (e) shall be applied under Paragraphs 1 and 2 shall be applied by Lender as follows:

3. Application of Payments (a). All payments under Paragraphs 1 and 2 shall be applied by Lender to the monthly charge by the Secretary of the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary of the mortgage insurance premium.

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance required under the Note;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note;

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. The insurance shall be in accordance with the requirements set forth in Paragraph 5, and then to Paragraph 3, and then to Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the debt evidenced by the Note, Borrower shall pay to the Secretary of the Property, as Borrower's principal lessor, preservation, maintenance and protection of the Property, and use the Property as Borrower's principal lessor, as a principal residence within sixty days after the execution of the Security Instrument and shall continue to occupy the Property as Borrower's principal lessor for at least one year after the date of occupancy, unless the Secretary determines as this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or injury, damage or substantial change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may also inspect the loan application process, give materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property.

5. Changes to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower shall occupy the Property as a principal residence, and shall comply with the provisions of the lease, if Borrower acquires fee title to the Property, the representations concerning Borrower's occupancy of the Property as a principal residence, if the Security Instrument is loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, and to any delinquent amounts applied in the order provided in Paragraph 3, and then to Paragraph 2, or change the due date and the Security Instrument, and to any delinquent amounts applied in the order provided in Paragraph 3, and then to Paragraph 2, or change the due date and the Security Instrument.

8. Changes to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

9. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower shall occupy the Property as a principal residence, and shall comply with the provisions of the lease, if Borrower acquires fee title to the Property, the representations concerning Borrower's occupancy of the Property as a principal residence, if the Security Instrument is loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property.

10. Changes to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

11. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower shall occupy the Property as a principal residence, and shall comply with the provisions of the lease, if Borrower acquires fee title to the Property, the representations concerning Borrower's occupancy of the Property as a principal residence, if the Security Instrument is loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender, or failed to provide to protect and preserve such vacant or abandoned Property.

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date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has the right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

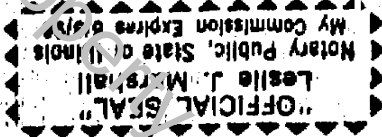
16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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WESTAMERICA MORTGAGE COMPANY
Name) 660 MIDWEST ROAD
GARRISON TERRACE, IL 60181
(Address)

This instrument was prepared by:

Leslie J. Marshall
Notary Public

My Commission expires:

Given under my hand and official seal, this 2 day of September 1991
before me this day in person, and acknowledged that the said instrument was signed and delivered to the foregoing instrument, appeared personally known to me to be the same person(s) whose name(s) appeared in the foregoing instrument, and purpose of the same as set forth.

I, *Earl R. Johnson and Deborah J. Johnson*, a Notary Public in and for said county and state, do hereby certify that EARL R. JOHNSON and DEBORAH J. JOHNSON

County as: Cook

STATE OF ILLINOIS

Earl R. Johnson
Earl R. Johnson
(Seal)
Deborah J. Johnson
Deborah J. Johnson
(Seal)

Leslie J. Marshall
Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Condominium Rider
- Graduated Payment Rider
- Growing Equity Rider
- Other [Specify]
- Planned Unit Development Rider

[Check applicable box(es)].
the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument.

Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recording costs.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and all sums secured by this Security Instrument, Lender shall release this Security Instrument and all sums secured by this Security Instrument, Lender shall release this Security Instrument and all sums secured by this Security Instrument.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 2, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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