

State of Illinois
3 of 3/LTA TL-55367-C3/HORNE

UNOFFICIAL COPY

354511²
Mortgage 0 3

BOOK NO.
513A 4024725-1037203

LOAN # 00025233 (0096)

This Indenture, Made this

28TH

day of AUGUST

, 19 86, between

LEPOLIA LEWIS AND L. JEAN LEWIS, HUSBAND AND WIFE
WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION
a corporation organized and existing under the laws of THE STATE OF COLORADO
Mortgagor.

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 SIXTY TWO THOUSAND TWO HUNDRED EIGHTY AND 00/100

(\$62,280.00) Dollars
payable with interest at the rate of TEN per centum (10.00 %)
per annum, on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

7900 EAST UNION AVENUE SUITE 500
DENVER, CO 80237
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 FIVE HUNDRED FORTY-SIX AND 55/100 Dollars (\$ 546.55)
on the first day of OCTOBER , 19 66, and a like sum of 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
SEPTEMBER , 20 16

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:

LOT 27 IN BLOCK 17 IN LINCOLNWOOD CENTER, BEING A SUBDIVISION OF PART OF
THE SOUTH EAST 1/4 AND PART OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP
35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK
COUNTY, ILLINOIS, ON JUNE 26, 1958, AS DOCUMENT NO. 1803326.

PROPERTY ADDRESS: 315 FARRAGUT AVENUE PTIN: 31-24-424-006
PARK FOREST, ILLINOIS 60466

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.

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 the said Mortgagor does hereby expressly release and waive.

And said Mortgagor 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 hereinabove 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 land is situate, upon the Mortgagor 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which provide for periodic Mortgage Insurance Premium payments.

UNOFFICIAL COPY

11/04/04 DM 1:48

tion for payment of which has not been made hereinafter.
pay promptly, when due, any premiums on such insurance paid
for such hazards, as may be required by the Mortgagor under will
other hazards, casualty and liability insurances in such amounts and
from time to time by the Mortgagor each month in a single
executed on the mortgaged property, insured as may be required
that he will keep the improvements now existing or hereafter
become due for the use of the premises heretofore described.

the rents, losses, and profits now due or which may hereafter
arose and the Mortgagor does hereby assign to the Mortgagor all
and his additional security for the payment of the indebtedness
been made under article II of the preceding paragraph.

and shall pay him remaining balance due
agains the amount of principal then remaining paid up
under subsection (b) of the preceding paragraph in
accorded, the balance remaining in the funds accumulated
ment of such proceedings or at the time the property is otherwise
dealt with, the Mortgagor shall apply, to the time of the
hebby, or if the Mortgagor cannot res the property otherwise after
of this mortgagage resulting in a full or partial sale of the provisions
paragraph, it there shall be a full or partial sale of the preceding
cumulated under any of the preceding
development, and any balance remaining in the funds ac-

become obligated to pay to the Secretary of Housing and Urban
tion (b) of the preceding paragraph which the Mortgagor has not
the Mortgagor all payments made under the provisions of
puting the amount of such indebtedness, credit to the account of
debts and expenses of presentation thereby, the Mortgagor
amount necessary to make up the deficiency, on or before the

or the note secured hereby, full payment of the
which, under to the Mortgagor, in accordance with the provisions
such amount of such proceeds under the Mortgagor
date when payment of such ground rents, taxes, assessments,
amount necessary to make up the deficiency, on or before the

and payable, when the Mortgagor shall pay to the Mortgagor any
premises, as the case may be, when the same shall become due
to pay ground rents, taxes, and assessments, or insurance
subseaction (b) of the preceding paragraph under

however, the monthly payments made by the Mortgagor under
made by the Mortgagor, shall be credited to the Mortgagor, if
of the Mortgagor, or required to be returned, in the opinion
the case may be, such excess, if the loan is unrecov-

amount of the payments actually made by the Mortgagor under
ground rents, taxes, and assessments, or insurance premiums, as
any deficiency in the amount of any such aggregate monthly
expenditure involved in handling delinquent payments.

ment more than fifteen ((15)) days in arrears, to cover the extra
not to exceed four cents ((4)) for each dollar ((\\$1)) for each pay-
under this mortgage. The Mortgagor may collect a "late charge"
due date of the next such payment, consisting an amount of default
payment shall, unless made good by the Mortgagor prior to the
Any deficiency in the amount of any such aggregate monthly
(V) late charges.

(IV) amortization of the principal of the said note; and

(III) interest on the note secured hereby;

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

(I) charge (in lieu of mortgage insurance premium), as the case may
Secretary of Housing and Urban Development, or monthly
premiums charged under the contract of insurance with the
the order set forth:

payment to be paid by the Mortgagor each month in a single
hereof shall be paid by the Mortgagor each month in a single
secured hereby shall be added together and the aggregate amount
in case of the refusal or neglect of the Mortgagor to make

of this paragraph and all payments to be made under the note
of all payments mentioned in the two preceding subsections

special assessments, received by the Mortgagor, each sum to be held by
and assessments will become delinquent, such sums to be held by
month prior to the date when such ground rents, premiums, taxes and
therefore divided by the number of months to elapse since

entry (all as estimated by the Mortgagor) less all sums already paid
entry, plus taxes and assessments next due on the mortgaged prop-
erty of fire and other hazard insurance covering the mortgaged prop-
erty premiums that will incur become due and payable on policies
(b) A sum equal to the ground rents, if any, next due, plus

delinquencies of prepayments;
balance due on the note computed without taking into account
(1/2) of one-half (1/2) per centum of the average outstanding
premium) which shall be in an amount equal to one-twelfth

((J)) if and so long as said note of even month equals in value
held by the Secretary of Housing and Urban Develop-
ment, a monthly charge (in lieu of a mortgage insurance
((L)) as amended, and applicable regulations thereafter.
land and Urban Development pursuant to the National Housing
holder with funds to pay such premium to provide such

usual mortgage insurance in order to accumulate such
bands of the holder one (1) month prior to its due date the an-
tional Housing Act, an amount sufficient to accumulate in the
ment are incurred or are reimbursed under the provisios of the Na-

((M)) if and so long as said note of even date and this insta-

by the Secretary of Housing and Urban Development, as follows:
charge (in lieu of a mortgage insurance premium) if they are held
months to pay the next mortgage hereby are incurred, or a mon-

lunds to pay the next mortgage insurance premium in this insta-

(a) An amount sufficient to provide the holder hereof with

following sums:

free day of each month until the said note is fully paid, the
accrued hereby, the Mortgagor will pay to the Secretary of the
of principal and interest payable under the terms of the note

That, together with, and in addition to, the monthly payments

on any installment due date.

And the said Mortgagor further covants and agrees as

premises or any part thereof, to satisfy the same.

which shall operate to cover the collection of the tax, assess-

legal proceedings brought in a court of competent jurisdiction,

which, consists the same or the validity thereof by appropriate

means situated therein, so long as the Mortgagor shall, in good

or remove any tax, assessment, or tax lien upon or against the

shall not be required nor shall have the right to pay, discharge

mortgage to the contrary notwithstanding, that the Mortgagor

paid by the Mortgagor.

proceeds of the sale of the mortgage to be paid out of

any money so paid or expended by the Mortgagor to be paid out of

it may deem necessary for the collection thereof, and

such expenses to the property herein mortgaged as in its discretion

such premiums, and insurance premiums, when due, and may make

such payments in good repair, the Mortgagor, the Premiums, or to keep

than for taxes or assessments on said premium, when pay such taxes

such payments, or to satisfy any prior lien of innumerable other

in case of the refusal or neglect of the Mortgagor to make

3545117

UNOFFICIAL COPY

PLA/CASE NO.
0 3 5 131462W725-703 -
LOAN #00025233 (0096)

RIDER TO STATE OF ILLINOIS MORTGAGE HUD-92116M (10/85)

This rider attached to and made part of the Mortgage between

LEPOLIA LEWIS
L. JEAN LEWIS

, Mortgagor, and

Mortgagee,

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION

Dated, AUGUST 28, 1980, revises said Mortgage as follows:

1. Page 2, the second covenant of the Mortgagor is amended to read:

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor 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 (all as estimated by the Mortgagee) less all sums already paid theretofore 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 two preceding subsections 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 Mortgagor 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; and
 - (III) amortization of principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor 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 (4¢) 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 Mortgagor 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 Mortgagor, or shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor 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 Mortgagor 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 Mortgagor 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 Mortgagor 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of August, 1980.

LEPOLIA LEWIS
L. JEAN LEWIS
WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

UNOFFICIAL COPY

MR&P 04/04/88

Property of Cook County Clerk's Office

3545117

C. JEAN LEWIS

LEPOLA C. LEWIS

Dated as of the date of the mortgage referred to herein.

This option may not be exercised by the Mortgagor when the insurance under the National Housing Act is due to the Mortgagor's failure to remit the insurance premium to the Department of Housing and Urban Development.

2. Page 2, the penultimate paragraph is amended to add the following sentence:

UNOFFICIAL COPY

0 3 5 4 5 1 1 7

All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor 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 Mortgagor and shall be paid forthwith to the Mortgagor to be applied by him 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 **SIXTIETH** 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 Mortgagor or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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 Mortgagor, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagor 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 Mortgagor 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 Mortgagor in possession of the premises, or appoint a receiver for the benefit of the Mortgagor 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 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 Mortgagor 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 Mortgagor, 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 Mortgagor; 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 Mortgagor 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 Mortgagor 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 Mortgagor, 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 Mortgagor, 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, excepting off the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at any time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants herein contained, then all covenants shall be null and void and Mortgagor will, within fifteen (15) 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 Mortgagor.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagor 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 assigns 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.

UNOFFICIAL COPY

IL048/DM 1/86

4 U.S. GOVERNMENT PRINTING OFFICE: 1658-877-00949

Page 4 of 4

PREPARED BY: HOMEMWOOD
WESTAMERIC MORTGAGE COMPANY
P.O. BOX 5067, DEPT. 22
ENGLEWOOD, CO 80155
RETURN TO: BETTY ANDERSON

DOC. NO. 100-55367-117-1
FILED FOR RECORD IN THE RECORDER'S OFFICE OF
COUNTY, ILLINOIS, ON THE
DAY OF A.D. 19
PAGE 0/20
M., AND DULY RECORDED IN BOOK
NO. 2811, PAGE 2811
NOTARY PUBLIC

(Given under my hand and Notarial Seal this

, A.D. 19 86.

chegren set forth, including the relative and waiver of time of homestead,
that they signed, sealed, and delivered the said instrument to the person and purports
person whose name is ARE

and L. Jean Lewis
sureandid, Do hereby Certify that Lapecia Lewis
Kathleen E. Horne
NOTIFICATION SEAL

, a Notary Public, in and for the County and State
of Illinois at Cook

State of Illinois

3545117
DUPLICATE

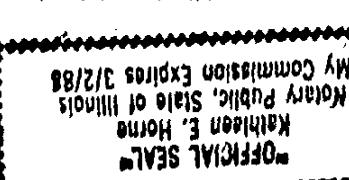
KATHLEEN E. HORNE
NOTARY PUBLIC
STATE OF ILLINOIS
COOK COUNTY
MARCH 1986

(SEAL)

(SEAL)

(SEAL)

Notified	Address	Promised	Deliver	Action	Address	Notified	Deed	Address	Notified
White	White	Duplicate	White	White	White	White	White	White	White



WHITE TITLE CO.
100 W MONROE ST.
CHICAGO, ILLINOIS 60603
FILE # H-55367-117-1
NOTE