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0 3 5 2 FMA CASE# 131:5016628-203B -

LOAN #00036257 (0099)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 24TH day of JUNE 19 87, amends the Mortgage/Deed of Trust of even date by and between

LAVADA STARNES, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND, ARTHUR L. STARNES

, hereinafter referred to as Mortgagor, and
WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

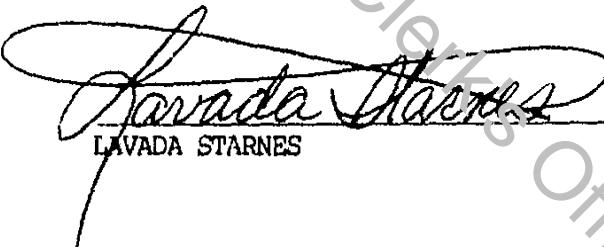
, hereinafter referred to as Mortgagee, as follows:

The mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or a part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 24 months after the date of execution of this mortgage or not later than 24 months after the date of prior transfer of the property subject to this mortgage, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

LAVADA STARNES, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND, ARTHUR L. STARNES

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


LAVADA STARNES

[Seal]

[Seal]

[Seal]

Signed, sealed and delivered
in the presence of

[Seal]

3629861

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State of Illinois

Mortgage

0 3 6 2 9 FHA Case No.
3629861

131:5016628-203B -
LOAN #00036257 (0099)

NOTE IDENTIFIED

This Indenture, made this 24TH day of JUNE 19 87, between LAVADA STARNES, A MARRIED WOMAN NOT JOINED HEREIN BY HER HUSBAND, ARTHUR L. STARNES

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

FIFTY SEVEN THOUSAND SEVEN HUNDRED TWELVE AND 00/100

Dollars (\$ 57,712.00) payable with interest at the rate of TEN AND ONE-HALF 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 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 TWENTY SEVEN AND 91/100

Dollars (\$ 527.91) of AUGUST 1 , 19 87, 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 JULY 2017

Now, Therefore, the said Mortgagor, for the better securing of the payment of 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:

THE SOUTH 10 FEET OF LOT 9 AND LOT 10 (EXCEPT THE SOUTH 5 FEET) IN BLOCK 30 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

F.A.O.
PIN#25-09-313-026 *attm*

ALSO KNOWN AS:
10022 SOUTH NORMAL
CHICAGO, ILLINOIS 60628

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 (l)) in accordance with the regulations for those programs.

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Mortgagee shall be entitled to compensation approved by the Commissioner and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee.

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 MORTGAGOR AGAINST LOSS BY FIRE AND OTHER HAZARDS, CASUALTIES AND CONTINGENCIES IN SUCH AMOUNTS AND FOR SUCH PERIODS AS MAY BE REQUIRED BY THE MORTGAGOR AND WILL PAY PROMPTLY, WHEN DUE, ANY PREMIUMS OR SUCH INSURANCE PROVIDED FOR PAYMENT OF WHICH HAS NOT BEEN MADE HEREBEFORE. ALL

And as Additional Security for the payment of the undebatedness alloresaid the Mortgagor 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 herinabove described.

deedfull, the Murchagae shall apply, at the lime of the commencement of such proceedings or
at the lime the property is otherwise acquired, the amount of principal
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.

Mortgagor under subschedule (a) of the monthly payments made by the
insurable premium, 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 item (e) of the preceding paragraph
and in a public sale of the premises covered
thereby, or, if there shall be a default under any of the provisions of this
mortgage, in a sale of the property otherwise acquired by the
Mortgagor under subschedule (a) of the preceding paragraph

amount of the payments actually made by the Mortgagor for ground rents, taxes, and assessments, or insurance premiums, shall be credited on subsequent application of the Mortgagor, shall be made by the Mortgagor, or refunded to the

involved in handling delinquent payments.

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 model to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense

(iii) identification of the participant or the said role; and

(iii) interest on the note secured hereby;

(ii) ground rents, if any, taxes, special assessments, fire, and other hazards insurable premiums.

(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 mortgagor each month in a single payment to be applied by the mortgagor to the following items in the order set forth:

(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 life and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortaggee) less all sums already paid therefore 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 Mortaggee in trust to pay said ground rents, premiums, taxes and special assessments. And

of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortaggee, on the first day of each month until the said note is fully paid, the

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

And the said Mortgageholder covenants and agrees as follows:
That privilege is reserved to pay the debt, in whole or in part
on any installment due date.

It is expressly provided, however, (all other provisions of this moratorium to the contrary notwithstanding), that the Moratorium 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 improve- ment situated thereon, so long as the Mortagagor 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 Mortgagor to make such payments, or to satisfy any prior lien c. innumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair the Mortgagor may pay such taxes, and insurance premiums, and insurance premiums, whereby the Mortgagor shall be liable to the holder of this mortgage for all expenses paid out of proceeds of the sale of the mortgaged premises, if so much additional indebtedness, secured by this mortgage, is so created, and any moneys so paid or expended shall be borne so otherwisewise paid by the Mortgagor.

the Morrigue.

To keep said promises in good repair, and not to do, or permit
to be done, upon said promises, anything that may impair the
value thereof, or of the security intended to be effected by virtue
of this instrument; not to suffer any loss of mechanics men or
material men to attach to said premises, to pay to the Mortgagee,
as heretinafter provided, until said note is fully paid, (1) a sum
sufficient to pay all taxes and assessments of said premises, or
any tax or assessment that may be levied by authority of the State
or of this County, (2) a sum sufficient to keep all buildings that may at any
time be on said premises in repair, the continuance of said
improvements, interest, &c., & the continuance of the Mortgagor's
land is situated, 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 in repair, the continuance of said
improvements, interest, &c., & the continuance of the Mortgagor's

To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, is
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 Mortgagor does hereby
expressly release and waive.

And Said Mortgagor covenants and agrees:

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SEE ATTACHED ASSUMPTION RIDER

The Codebreakers Herein Contained shall bind, and the beneficiaries and advantages shall have, 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.

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.

11 Mortagager shall pay said note at the lime and in the manner
12 agreed and shall abide by, comply with, and duly perform all
13 the covenants and agreements herein, then this conveyance shall
14 be null and void and Mortagagee will, within thirty (30) days after
15 written demand therefor by Mortagagee, execute a release or
16 satisfaction of all statutoral or such other laws which require the earlier execution
17 or delivery of such release or satisfaction by Mortagagee.

And there shall be included in any decree for concluding 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 attorney's fees, oulays for documentation, and expenses of said abstractors, and surveyors, and stenographers, and all other expenses of any kind, including the principal money remaining unpaid, the overplus of the principal amount paid, if any, shall be paid to the mortgagee.

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 the purpose of such foreclosure; and in case of a complete abstract of title or legal proceeding, wherein the mortgagor shall be a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or solicitors of the defendant, so made parties, for services in such suit or proceeding as under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

Required by the Mortgagor or others upon such terms and conditions, either within or beyond any period of redemption, as are approved by the court; or by rents, issues, and profits for the use of the premises herinafore described; and employ other persons and expand itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

Wherever 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 Mortgagor, in his 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
agreed upon by the Mortgagor; lease the said premises to the
Mortgagor.

The indemnity for the proleclion 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 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 this mortgage being 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.

from the date hereof (written statement of any officer of the Department of Housing and Urban Development authorized
agent of the Secretary of Housing and Urban Development) dated
subsequent to the days

That if the promises, 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,
hereby assinged to the Mortgagor to the Mortgagor and shall be
paid forthwith to the Mortgagor to be applied by it on account of
the indebtedness secured hereby, whether due or not.

which may make pool of loss if not made promptly by Mortgagor, and each 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 in its option either to the reduction of the indebtedness hereby or to the restoration or repair of the property damaged, in event of foreclosure or upon default of the Mortgagor to pay all insurance premiums and interest on the indebtedness secured hereby, all right, title and interest of the Mortgagor in the property in which the Mortgagor has an interest shall pass to the trustee or grantee.

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

Lavada Starnes
LAVADA STARNES

[Seal]

Arthur L. Starnes
* ARTHUR L. STARNES

[Seal]

[Seal]

[Seal]

State of Illinois

County of Cook

I, the undersigned
aforesaid, Do Hereby Certify That *Lavada Starnes* and *Arthur L. Starnes*,
my husband,

and *His wife*, personally known to me to be the same
person whose name is *Arthur L. Starnes*,
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 24th day of June, A.D. 1987

Murray W. D. Mays

Notary Public

My Commission Expires Nov. 6, 1989

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 _____

* ARTHUR L. STARNES HAS EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF PERFECTING THE
WAIVER OF THE HOMESTEAD RIGHTS OF HIS SPOUSE LAVADA STARNES

CHICAGO INS.	APR 1 1986	Promised Date	Address	19869861
470-75-3081	PREPARED BY AND RETURN TO: WESTAMERICA MORTGAGE COMPANY 350 E. ALGONQUIN, SUITE 102 CHAUMBURG, IL 60173	RECEIVED MAY 11 1986 WESTAMERICA MORTGAGE COMPANY 350 E. ALGONQUIN, SUITE 102 CHAUMBURG, IL 60173	RECEIVED MAY 11 1986 WESTAMERICA MORTGAGE COMPANY 350 E. ALGONQUIN, SUITE 102 CHAUMBURG, IL 60173	3629861 1365279 IN DUPLICATE