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FHA CASE# 134:5120760-703 - 203B
LOAN #00039529 (0097)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 9TH day of DECEMBER 19 87, amends the Mortgage/Deed of Trust of even date by and between

EDWARD J. YOUNG
ROSALYN YOUNG, HUSBAND AND WIFE
ERNEST L. YOUNG, DIVORCED AND NEVER SINCE REMARRIED

, 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.

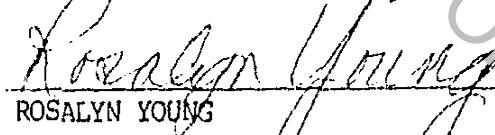
IN WITNESS WHEREOF,

EDWARD J. YOUNG
ROSALYN YOUNG, HUSBAND AND WIFE
ERNEST L. YOUNG, DIVORCED AND NEVER SINCE REMARRIED

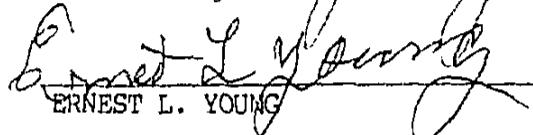
HAVE set THEIR hand(s) and seal(s) the day and year first aforesaid.


[Seal]

EDWARD J. YOUNG


[Seal]

ROSALYN YOUNG


[Seal]

ERNEST L. YOUNG

Signed, sealed and delivered
in the presence of


[Seal]

8352 SOUTH SAGINAW AVENUE
CHICAGO, ILLINOIS 60617
21-31-304-048

3623395
Property of Saginaw County Clerks Office

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Property of Cook County Clerk's Office

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State of Illinois

Mortgage

FHA Case No.

131:5120760-703 / 203B
LOAN #00039529 (0097)

This Indenture made this 9TH day of DECEMBER , 19 87 , between

EDWARD J. YOUNG
ROSALYN YOUNG HUSBAND AND WIFE
ERNEST L. YOUNG , DIVORCED AND NEVER SINCE REMARRIED

, Mortgagor, and

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION
a corporation organized and existing under the laws of THE STATE OF COLORADO
Mortgagee.

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 THOUSAND SEVEN HUNDRED TWENTY THREE AND 00/100

Dollars (\$ 60,723.00) payable with interest at the rate of ELEVEN AND ONE-HALF
per centum (11.500 %) 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
SIX HUNDRED ONE AND 34/100

TTI# 225076 C-5 Dollars (\$ 601.34)
of FEBRUARY 1 , 19 88 , 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
JANUARY 2018

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 NORTH 11 FEET OF LOT 23 IN BLOCK 36 IN HILL'S ADDITION TO SOUTH CHICAGO,
A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
ALSO

LOT 22 (EXCEPT THE NORTH 3 FEET THEREOF) IN BLOCK 36 IN HILL'S ADDITION TO SOUTH
CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38
NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16602493

ALSO KNOWN AS:
8352 SOUTH SAGINAW AVENUE
CHICAGO, ILLINOIS 60617
21-31-304-048 Dm
F.A.O.

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.

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Mortgagee and the policies and renewals thereof shall be held by
the Mortgagor will give immediate notice by mail to the Mortgagee.
Mortgagor will form acceptable to the Mortgagee. In event of loss
favor of and have attached thereto loss payable clauses in
the Mortgagor shall be held by
the Mortgagor will give immediate notice by mail to the Mortgagee.
Mortgagor will form acceptable to the Mortgagee. In event of loss
favor of and have attached thereto loss payable clauses in
the Mortgagor shall be held by
the 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, issued as may be required from time to time by the Mortagagee against loss by fire and other hazards, causallies and contingencies in such amounts and for such periods as may be required by the Mortagagee and will pay for payment of which has not yet been made hereinafter. All property, when due, any premiums on such insurance provisionally, when due, any premiums on such insurance provision

And as Additional Security to the Payment of the Indebtedness so far as the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove mentioned.

debut, the Morris-Jessie 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 so collected until the amount of principal preceding paragraph as a credit against the amount of principal then remaining in the funds so collected under subsection (a) of the principal remaining unpaid under this note.

"**II** The total of the payments made by the Mortgagor under
sub-section (a) of the preceding paragraph shall exceed the
amount of the payments actually made by the Mortgagor 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, shall be credited on sub-schedule I.

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 Mortgagor 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.

(i) ground rents, (ii) any, leases, special assessments, (iii) and other hazard insurance premiums;

(iv) interest on the note secured hereby;

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

(vi) attorney's fees.

(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 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, plus taxes and assessments next due on the mortgaged property, (all as estimated by the Mortgagor), 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

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 Mortgagée, on the first day of each month until the said note is fully paid, the following sums:

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

If it is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor 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 Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal action, or until the same is finally determined by a court of competent jurisdiction, unless, or any part thereof to the said premises
which shall be entitled to prevail in the collection of the tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal action, or until the same is finally determined by a court of competent jurisdiction, unless, or any part thereof to the said premises.

To keep said promises in good repair, and not to do, or permit
in 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 or mechanics men or
material men to attach to said premises; to pay to the Mortgagee,
as hereinbefore 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
land is situated, plus, 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 to the benefit of the Mortgagee in such
forms of insurance, and in such amounts, as may be required by

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

And Said Mortgagor covenants and agrees:

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SEE ATTACHED ASSUMPTION RIDER

The Covenants Herlein Contained shall bind, and the benefits and advantages shall accrue, to the respective heirs, executors, and administrators shall incur, to the singular number hereof, 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 satisfy successor in interest of the Mortgage shall operate to release, in any manner, the original liability of the Mortgagor.

If Mortgagor shall fail to pay said note at the time and in the manner
agreed and shall abide by, or do any of the things required
in this instrument, then the covenants and agreements herein
shall be null and void and Mortgagor shall, within thirty (30) days after
written demand therefor by Mortgagor, execute a release or
satisfaction of his mortgage, and Mortgagee, hereby waives the
benefits of all statutes of laws which require that his earlier execution
or delivery of such release or satisfaction by Mortgagor.

And There Shall be included in any decree concerning 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 conveyingance, including attorney's fees, solicitors, and stenographers, fees, usually for documentation; evidence, and cost of said abstract and examination of title; (2) all the expenses advanced by the Mortgagor, if any, for the purpose authorized in, the mortgage with interest on such advances at the rate set forth in it, or rate secured hereby, from the time such advances are due; (3) all the accrued interest remaining unpaid on the indebtedness thereby secured; and (4) all the principal money remaining unpaid. The overplus of the proceeds of the sale, if any, shall then be paid to the Mortgagor.

And in Case of Forceful seizure 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 documentation evidence and the cost of a complete abstract of title for the purpose of such reclosure; 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 parties to such proceeding, shall be made up to the amount of the reasonable fees and charges of the attorney or solicitors of the Mortgagor, so made parties, for services in such suit or proceedings, shall be a further item and charge upon the said Mortgagor, so much additional indebtedness accrued hereby and be permitted under this mortgage, and all such expenses shall become so much additional indebtedness accrued by this mortgage.

Whenever the said Morgaggee 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 morgagee or a subsequent morgagee, the said Morgaggee, 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 required by the Morgaggeee; release the said premises to the collector and receiver of redemption, as are approved by the court, or beyond any period of redemption, either within or beyond any period of redemption, as are agreed upon such terms and conditions, either within or otherwise, to the said Morgaggee; release the said premises to the expenses hereinabove described; and employ other persons and services as are reasonably necessary to carry out the provisions of this paragraph.

necessary for the protection and preservation of the property, the indefeasibility, costs, taxes, insurance, and other items

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 herein, 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.

days subsedquent to the filing from the date of this mortgagee being demanded conclusive proof of such and this mortgage to insure satisfaction and from the date of this mortgagee, declining to make payment or in default in making any monthly payment.

The model legislation further specifies that studios and tiny homes may be secured hereby not be eligible for insurance under the National Housing Act within SIXTY days from the date hereof (within state law), any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development detailed above.

That if the premises, or any part thereof, be condemned under
any power of eminent domain, or acquired for a public use,
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 assigned by the Mortgagor to the Mortgagee and shall be
paid forthwith to the Mortgagor to be applied by it on account of
the indebtedness secured hereby due or not.

By the mortgagor as his opinion stands to the reduction of the indebtedness thereby secured or to the restoration or repair of the property damaged; in event of foreclosure of this mortgage or otherwise to the mortgaged property in whole or in part to any insurance policies then in force shall the mortgagor in and to any insurance policies then in force shall the indebtedness secured hereby, all right, title and interest of the mortgagor in and to the mortgaged property in whole or in part to any insurance policies then in force shall pass to the purchaser or grantees.

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

Edward J. Young

[Seal]

EDWARD J. YOUNG

Rosalyn Young

[Seal]

ROSALYN YOUNG

Ernest L. Young

[Seal]

ERNEST L. YOUNG

[Seal]

State of Illinois

County of COOK

I, THE UNDERSIGNED
aforesaid, Do Hereby Certify That EDWARD J. YOUNG AND ROSALYN YOUNG, HIS WIFE AND
ERNEST J. YOUNG, DIVORCED AND NOT SINCE REMARRIED

and

person whose name S ARE

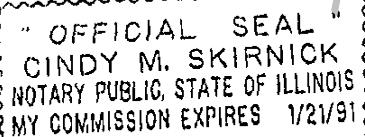
person and acknowledged that THEY

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

day DECEMBER

, A.D. 19 87



Notary Public

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

Address	332	Submitted by	ED FLETCHER
Address		Promised	
Deliver certif. to			
REPRENTATIVE AND RETURN TO		ROSTER	
WESTAMERICA MORTGAGE COMPANY			
10 WEST BUTTERFIELD ROAD,			
OAKBROOK, IL 60521	60181		
Notified			

REC'D DEC 10 PM 12:23
HARRY ISHUS/YOURSELF
REGISTRAR OF TITLES

3673394
3673394
1255949
DUPLICATE

TICOR