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FHA/CASE# J31:5330940-748 - 203B
LOAN #00044603 (0097)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 30TH day of MARCH

19 88 , amends the

Mortgage/Deed of Trust of even date by and between

MARIA C. ONTIVEROS
JESUS ONTIVEROS , 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 endorsed for insurance, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

MARIA C. ONTIVEROS
JESUS ONTIVEROS , HUSBAND AND WIFE

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

Maria C. Ontiveros [Seal]
MARIA C. ONTIVEROS

Jesús Ontiveros [Seal]
JESUS ONTIVEROS

[Seal]

[Seal]

Signed, sealed and delivered
in the presence of

Jesús R. Martínez
10329 SOUTH AVENUE M
CHICAGO, ILLINOIS 60617
26-08-312-011 28-08-312-012

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FHA Case No.

131:5330940-748 / 203B
LOAN #00044603(0097)

State of Illinois

Mortgage

This Indenture, made this 30TH day of MARCH , 19 88 , between
MARIA C. ONTIVEROS
JESUS ONTIVEROS , HUSBAND AND WIFE

WESTAMERICA MORTGAGE COMPANY , A COLORADO CORPORATION , Mortgagor, and
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

FORTY FIVE THOUSAND SIX HUNDRED EIGHTY AND 00/100

Dollars (\$ 45,680.00) payable with interest at the rate of ELEVEN
per centum (11.000 %) 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

, 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

FOUR HUNDRED SEVENTY ONE AND 50/100

Dollars (\$ 471.50), on the first day of MAY , 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

APRIL . 2008 .

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 situated, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT THIRTY EIGHT--(38) LOT THIRTY SEVEN--(37) IN BLOCK TWELVE (12) IN IRONWORKERS' ADDITION TO SOUTH CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE SOUTH FRACTIONAL HALF OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 26-08-312-011 AND 26-08-312-012

38 37 EA 1

3697134

ALSO KNOWN AS:
10329 SOUTH AVENUE M
CHICAGO , ILLINOIS 60617

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 (j)) in accordance with the regulations for these programs.

MRO473 DM 8-87

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Previous edition may be used until supplies are exhausted

24 CFR 203.17(a)

That He will keep the improvements now existing or hereafter erected on the moragage property, insured as may be required from time to time by the mortgagor against loss by fire and other hazards, causatives and contingencies in such amounts and for such periods as may be required by the mortgagor and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made heretofore. All insurance shall be carried in companies approved by the mortgagor and the policies and renewals payable clauses in favor of and in form acceptable to the mortgagor in general or less than give immediate notice by mail to the mortgagor, who may make proof of loss in full made

And as Additional Security for the Payment of the Indebtedness
also residual the Mortgagor does hereby ass in to the Mortgagee all the
rents, issues, and profits now due or which may hereafter become due
for the use of the premises herinafore described.

If the total of the payments made by the Mortgagor under subsection (a) of the preceding paragraph shall exceed the amount of the premiums actually made by the Mortgagor under subsection (a) of the insurance premiums, as such assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the holder of the policy a sum equal to the difference between the amount necessary to make up the difference between the amount necessary to pay ground rents, taxes, and assessments, as set forth in the original agreement, and the amount paid by the Mortgagor under subsection (a) of the preceding paragraph, if, however, the monthly payments made to the Mortgagor, in whole or in part, exceed the amount of the insurance premiums, as such assessments, or insurance premiums, as the case may be, when the same shall become due and payable, as the case may be, within the same period of time during which the original agreement, or the insurance premiums, as such assessments, or insurance premiums, as the case may be, were due and payable, the holder of the policy shall be entitled to receive from the Mortgagor the amount necessary to pay ground rents, taxes, and assessments, as set forth in the original agreement, plus interest thereon at the rate of six percent per annum, from the date when the same became due and payable until paid.

(iv) late charges

(iii) intaglio on the note secured thereby,
(iv) amortization of the principal of the said note, and

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

(i) Ground rents, if any, taxes, special assessments, fire, and other taxes and insurance premiums.

(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 annuities covering the mortgaged property, plus taxes and other hazards incurred covering the mortgaged property, all as estimated and assessed 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 lapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become due; plus such sums to be held by Mortgagor in trust to pay said debt in full.

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:

The said privilege is reserved to pay the debt, in whole or in part, on any instalment due date.

And the said Mortgagor further conveys and agrees as follows:

It is explicitly provided, however, (all other provisions of this moratorium to the contrary notwithstanding), that the Moratorium shall not be rendered nor shall it have the right to pay, discharge, or remove any liability or any part thereof or the improvement(s) situated thereon, so long as the Moragagar shall, in good faith, continue 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 classified and the sale of the entire or the part thereof, notwithstanding the same or the validity thereof.

In case of the refusal of negligence of the holder of the policy to make such payment, or to satisfy any prior lien or claim of another than the last to recover or assessments on said premises, or to keep said premises in good repair, the mortgagee may sue such taxes, assessments, insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation, therefore, and any moneys so paid or expended shall become so much additional indebtedness accrued by this mortgagee, to be paid out of the sale of the mortgagor.

10. HAVE AND TO HOLD THE ABOVE-DESCRIBED PREMISES, WITH THE APPURTENANCES AND FIXTURES, UNTIL THE SAID MORTGAGOR, HIS SUCCESSORS AND ASSIGNEES, FOR EVER, FOR THE PURPOSES AND USES HEREIN SET FORTH, LEAD FROM ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESPAED EXAMPLE, IN WHICHS OF THE STATE OF ILLINOIS, WHICH SAID RIGHTS AND BENEFITS TO SAID MORTGAGOR DOES HEREBY EXPRESSLY RELEASE AND WAIVE.

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presently 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 Agreed 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 days) 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 Mortgagee'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 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 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 all 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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REC'D MAR 30 1988 2:27 PM

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PREPARED BY AND RETAINED TO: LINDA COSTER
WESTAMERICA MORTGAGE COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 140
DAKEROOK TERRACE, IL 60181

3697134

36971

Submitted by:
Address:
Phone:

at o'clock m., and duly recorded in Book of Page
A.D. 19 County, Illinois, on the day of

Filed for Record in the Recorder's Office of

Doc. No.

Notary Public

GIVEN under my hand and Notarial Seal this 30TH day of MARCH A.D. 19 88
person whose name is JESUS ONTIVEROS
subscribed to the foregoing instrument, appeared before me this day in
his wife, personally known to me to be the same
person and acknowledged that THEY
signed, sealed, and delivered the said instrument as THEIR
free and voluntary act for the uses and purposes therefor, including the release and waiver of the right of homestead.
My Commission Expires 6/21/92

I, THE UNDERSIGNED, a Notary Public, in and for the County and State
aforesaid, Do Hareby Certify That JESUS ONTIVEROS

County of COOK

State of Illinois

(Seal)

(Seal)

(Seal)

(Seal)

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

MARIA C. ONTIVEROS