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0 3 6 9 FMA CASE# 101:5287445-703 - 203B
 LOAN #00045224 (0099)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 1 day of APRIL 19 88, amends the
Mortgage/Deed of Trust executed date by and between

JUAN TORRES AND
SONIA I. TORRES, 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,

JUAN TORRES
SONIA I. TORRES, HUSBAND AND WIFE

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

Juan Torres [Seal]
JUAN TORRES

Sonia I. Torres [Seal]
SONIA I. TORRES

[Seal]

[Seal]

Signed, sealed and delivered
in the presence of

Michelle Thomas



3698310
OTC

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RECEIVED IN THE PUBLIC RECORDS OFFICE
JULY 10, 1980

RECEIVED FROM WITNESS AND
TRUSTEE OF SUBSCRIPTION

and witness of the

RECEIVED JULY 10, 1980, BY THE PUBLIC RECORDS OFFICE
RECORDED AND INDEXED PURSUANT TO THE REQUIREMENTS

OF THE PUBLIC RECORDS ACT, 1976, AND IS MAILED TO THE ADDRESSEES

BY THE PUBLIC RECORDS OFFICE, 1000 N. MICHIGAN AVENUE, CHICAGO, ILLINOIS, 60611.

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3598310

RECORDED AND INDEXED PURSUANT
TO THE REQUIREMENTS OF THE PUBLIC RECORDS ACT,

CHICAGO, ILLINOIS, 60611.

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0 3 6 9 0 3

RHA Case No.

NOTE IDENTIFIED

131:5287445-703 / 203B
LOAN #00045224(0099)

State of Illinois

Mortgage

This Indenture, made this 5th day of APRIL , 19 88 , between JUAN TORRES AND SONIA I. TORRES , 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

SEVENTY FOUR THOUSAND SEVEN HUNDRED THIRTY SIX AND 00/100

Dollars (\$ 74,736.00), payable with interest at the rate of TEN per centum (10.000 %) 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

DENVER, CO 80237

other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

SIX HUNDRED FIFTY FIVE AND 86/100

Dollars (\$ 655.86), on the first day of JUNE , 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

MAY , 2018 .

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 10 (EXCEPT THE EAST 10 FEET THEREOF); AND LOT 11 IN WILLIAM A. BOND AND COMPANY'S SUBDIVISION OF LOTS 1 TO 23 BOTH INCLUSIVE, IN BLOCK 2 IN GUNN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID#13-34-218-036, VOLUME 370

AT ALL

3698216
0768696

ALSO KNOWN AS:
4326 WEST DICKENS AVENUE
CHICAGO, ILLINOIS 60639

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 those programs.

MR0473/DM 8/87

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HUD-92110M:1 (9-88 Edition)

Previous edition may be used until supplies are exhausted

24 CFR 203.17(n)

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Mortgagee, who may make proof of loss if not made in event of loss Mortaggeor will give immediate notice by mail to the payee of losses in favor of and in form acceptable to the Mortgagee. Mortaggee shall be held by the Mortgagee and have attached thereto loss companies approved by the Mortgagee and the policies and renewals not been made heretobore. All insurance shall be carried in any premiums on such insurance provision for payment of which has may be required by the Mortgagee and will pay promptly, when due, casualties and contingencies in such amounts and for such periods as time to lorn by the Mortgagee against loss by fire and other hazards, bracketed on the mortgage property, insured as may be required from That He Will Keep the improvements now existing or hereafter

to the use of the premises hereinabove described. That, together with, and in addition to, the monthly payments of the indebtedness also paid the Mortgagee does hereby assent to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due under said note.

Graph as a credit against the amount due, principal then remaining unpaid the funds accumulated under subsection (a) of the preceding paragraph, at the time the property is otherwise acquired, the balance then remaining in time the property is otherwise acquired, the balance then remaining in apply, at the time of the commencement of such proceedings or at the time of the Mortgagee shall be liable to pay damages to the Mortgagee for all expenses the public sale of the same unless caused thereby, or if the Mortgagee be a defal or under any of the provisions of this mortgage resulting in a proceeding to assessments in subsection (a) of the preceding paragraph. If there shall be a deficiency after payment of the amount of the principal and interest, or any balance remaining in the funds, accumulated under the Mortgage for any balance remaining in the funds, accumulated under the "a sum out of such indebtedness, credit to the account of the in part or upon the right to pay, discharging, or removing any indebtedness represented hereby, the Mortgagee shall, in accordance with provisions of the note secured hereby, full payment of the entire Mortgage shall tender to the Mortgagee, in accordance with the terms, or insurance premiums shall be due, at any time the become due and payable, then the same shall pay to the Mortgagee any amount necessary to make up the deficiency, or the same due, when the same shall become due and payable, as the case may be, when the same shall become due and payable, as the case may be, when the same shall become due and payable, when the same may be made by the Mortgagee, or by the Mortgagee under subsection (a) of the preceding paragraph shall be tendered on subsequent payments to be made by the Mortgagee, shall be excess, if the loan is current, to the option of the Mortgagee, shall be assessed, or insurance premiums, as the case may be, such assessments shall, unless made good by the Mortgagee prior to the due date of the next such payment, constitute an event of default under this mortgage. Any deficiency in the amount of any such aggregate monthly payment in arrears, to cover the extra expense involved in handling delinquent payments, (a) of the preceding paragraph, shall exceed the amount due, unless made good by the Mortgagee under subsection

the total of the payments made by the Mortgagee under subsection

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

(iii) amortization of the note secured hereby;

(iv) late charges;

(v) amounts paid by the Mortgagee in good faith and not to do, or permit to be

(b) all payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby and assessments, however, for the said Mortgagee, its successors and assigns, together with the principal amounts and uses herein set forth, free and clear of all rights and benefits under and by virtue of the Homestead Emancipation Laws of the State of Illinois, which said rights and benefits to said Mortgagee thereby expressly release and waive.

To Have and to Hold the above-described premises, with the

ground rents, premiums, taxes and special assessments; and agreements, such as to be held by Mortgagee in trust to pay said which ground rents, premiums, taxes and assessments will become number of months to replace before paid therefrom divided by the the Mortgagee, less all sums due on the mortgaged property (all as estimated and assessments next due on the mortgaged property, plus taxes other hazards, losses, covering the mortgaged property, plus taxes premiums which will next become due and payable on policies of fire and damage to the ground rents, if any, next due, plus the

(e) A sum equal to the ground rents, if any, next due, plus the next month until the said note is fully paid, the following sum:

That, together with, and in addition to, the monthly payments of the principal, and interest, payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee, in the first day of each month until the said note is fully paid, the following sum:

(f) A sum equal to the monthly payments of the note secured

that, together with, and in addition to, the monthly payments of the principal, and interest, payable under the terms of the note secured

And the said Mortgagee further conveants and agrees as follows:

(1) To pay to the Mortgagee, in good faith, costs of collection of

the said premises or any part thereof, to satisfy the same, in the said assessment, or in so commuted and the sale of forelure of

foreclosed by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of

any Mortgagee itself, in good faith, costs of the collection of

any assessment or sale of the mortgaged property, so long

as the Mortgagee nor any party thereto, or the mortgagor, shall not

be required to the contrary notwithstanding, that the Mortgagee shall not

make good to the holder of the note secured hereby, or remove any

mortgage to the contrary notwithstanding, that the Mortgagee shall not

be required to pay the extra expense of making good to the holder of the note secured hereby, or remove any

mortgage to the contrary notwithstanding, that the Mortgagee shall not

be required to pay the extra expense of making good to the holder of the note secured hereby, or remove any

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be required to pay the extra expense of making good to the holder of the note secured hereby, or remove any

mortgage to the contrary notwithstanding, that the Mortgagee shall not

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promptly 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 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, 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 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

SIXTY days' 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. 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 Mortgagee 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.

Whoever 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 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 monies 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 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 Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The Covenants Contained herein shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assignees of the parties herein. 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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HUD-92116M1

MORTGAGE 6:87

165
3698310

HARRY (HUS) YOUNELL
REGISTRAR OF TITLE
1885 APR -5 PM 2:30

3698310

Promised
Deliver certif to

Address

Deliver duplicate Trust
Deed to

Seal to
Petition

White

LAND IN MORTGAGE COMPANY
REGISTRATION NO AND RETURN TO:

REGISTRATION NO AND RETURN TO:

AD. 19

County, Illinois, on the
day of April, 1988

at o'clock A.M., and duly recorded in Book

Notary Public

APR 11 1988

5th

Given under my hand and Notarized Seal this

APR 11

and SONIA I. TORRES, Person whose name is
His wife, personally known to me to be the same
person who acknowledged her they
subscribed to the foregoing instrument, appeared before me this day in
free and voluntary act for the uses and purposes hereinabove set forth, including the release and waiver of the right of homestead
to the said instrument as signed, sealed, and delivered, and delivered the said instrument as

A Notary Public, in and for the County and State

of Illinois, Do hereby Certify that Juan Torres

the undersigned

State of Illinois

County of Cook

the day and year first written

SONIA I. TORRES

Witness the hand and seal of the Mortaggeor, the day and year first written

JUAN TORRES

[Seal]

[Seal]

[Seal]

[Seal]