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24 CFR 203.17(a)

HUD-92115M.1 (9-85 Edition)

MA90473 DM 8.87

This form is used in connection with mortgages insured under the one-to-four family program of the National Housing Act which require a One-Time Mortgage Insurance Premium Payment (including sections 203(b) and 203(d)) in accordance with the regulations for these programs.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 Mortgagee in and to said premises.

Also known as: P.T.I.N. # 21-31-321-026
8510 SOUTH MARQUETTE AVENUE
CHICAGO, ILLINOIS 60617

3763283

LOT 5 AND THE NORTH 1/2 OF LOT 6 IN BLOCK 51 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.

COOK

Now, Therefore, the said Mortgagee, 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 Warranty unto the Mortgagee, its successors or assigns, the following described Real Estate situated, lying, and being in the county of

JANUARY

2019

day of FEBRUARY, 19 89, 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

FOUR HUNDRED THREE AND 05/100

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

14707 EAST SECOND AVENUE

THIRTY NINE THOUSAND ONE HUNDRED EIGHTY FOUR AND 00/100 Dollars (\$ 39,184.00) payable with interest at the rate of TWELVE (%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in

Witness: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

Mortgagee, and

CAROLE BRYANT, A SPINSTER

This Indenture, made this 28TH day of DECEMBER, 19 88, between

Mortgage

State of Illinois

3763283

FHA Case No.

131:5577174-748 / 203B
LOAN #00052344 (0096)

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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 to said Mortgagee does hereby expressly release and waive.

And Said Mortgagee 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 hereinafter 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 Mortgagee on account of its ownership of the same, (2) a sum sufficient to keep all buildings that now, 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.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and 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 thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, to the extent, respectively, the Mortgagee.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding) that the Mortgagee 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 improvement situated thereon, so long as the Mortgagee 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 of forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagee further covenants and agrees as follows

That privilege is reserved to pay the debt, in whole or in part, on any installment due date.

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee 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, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor 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 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 Mortgagee each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

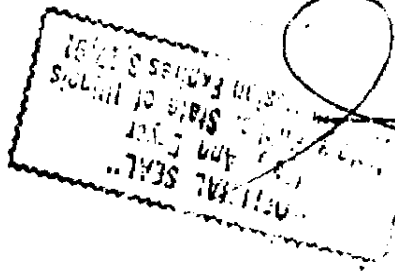
- (i) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums,
- (ii) interest on the note secured hereby,
- (iii) amortization of the principal of the said note, and
- (iv) late charges.

Any deficiency in the amount of any such aggregate monthly payment 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. The Mortgagee may collect a "late charge" not to exceed four cents (4c) 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 Mortgagee 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 Mortgagee, shall be credited on subsequent payments to be made by the Mortgagee, or refunded to the Mortgagee. If, however, the monthly payments made by the Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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.

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagee 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 herein above described.

That He Will Keep the premises now existing or hereafter erected on the mortgaged land, in good repair as may be required from time to time by the Mortgagee, and losses by fire and other hazards, casualties and contingencies, in such amounts and for such periods as may be required by the Mortgagee, and will pay promptly, when due, all premiums on such insurance provision for payment of which has not been made heretofore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made.



Signed, sealed and delivered
in the presence of

[Seal]

[Seal]

[Seal]

[Seal] CAROLE BRYANT

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

CAROLE BRYANT, A SPINSTER
IN WITNESS WHEREOF,

been approved in accordance with the requirements of the Commissioner.
date on which the mortgage/deed of trust is endorsed for insurance, to a purchaser whose credit has not
by the mortgagor/grantor, pursuant to a contract of sale executed not later than 12 months after the
all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law)
The mortgagor 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
hereafter referred to as Mortgagee or Holder of the Note, as follows:

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, hereafter referred to as Mortgagor/Grantor, and

CAROLE BRYANT, A SPINSTER

This Rider, dated this 28TH day of DECEMBER 19 89, amends the
Mortgage/Deed of Trust of even date by and between

FHA ASSUMPTION RIDER TO THE
MORTGAGE/DEED OF TRUST

UNOFFICIAL COPY

Property of Cook County Clerk's Office

[illegible]

The first of these is the fact that the
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Witness the hand and seal of the Mortgagor, the day and year first written.

Carole Bryant
CAROLE BRYANT

[Seal]

[Seal]

[Seal]

[Seal]

State of Illinois

County of Cook

I, the undersigned,

a notary public, in and for the county and State

and person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed, and delivered the said instrument as 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

A.D. 19

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

3763283

PREPARED BY AND RETURN TO: DENISE TAYLOR
WESTAMERICA MORTGAGE COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 140
OAK BROOK TERRACE, IL 60181

88 DEC 28 PM 2:18
CAROL MUMFORD BRAUN
REGISTRAR OF TITLES

3763283

G.I.T.
GREATER ILLINOIS
TITLE COMPANY
BOX 116
826823

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