

379-429

2 FH Case No.

131:5692511-103 / 203B
LOAN #0005850 (0036)

State of Illinois

Mortgage

This indenture, made this 31ST day of MAY, 19 89, between

EDWARD P. SCHMIDT
MARY A. SCHMIDT, HUSBAND AND WIFE

Mortgagor, and

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

SEVENTY TWO THOUSAND FIVE HUNDRED FIFTY SIX AND 00/100

Dollars (\$ 72,556.00) 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 14707 EAST SECOND AVENUE, AURORA, CO 80011, 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 SIXTY THREE AND 70/100

Dollars (\$ 663.70), on the first

day of JUNE, 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

MAY, 2019.

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 THREE---(3) LOT FOUR---(4) IN BLOCK 9, IN HONNINGSIDE ADDITION, BEING A SUBDIVISION OF LOTS A, B & C IN MEETER'S FIRST SUBDIVISION A SUBDIVISION OF CERTAIN LANDS IN FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 20, AND THE FRACTIONAL EAST 1/2 OF FRACTIONAL SECTION 22, ALL IN TOWNSHIP 36 NORTH RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED JUNE 28, 1923, AS DOCUMENT NUMBER 7998946.

ALSO KNOWN AS: P.T.I.N. 30-29-403-003 & 30-29-403-004
17734 BERTWORTH AVENUE
LANGENS, ILLINOIS 60439

Together with all and singular the tenements, hereditaments and appurtenances therunto 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, 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.

MTA 37740 002

NOTE IDENTIFIED

6200623

100-1000

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FHA CASE # 201-8692511-703 / 2020
LOAN #00055854 (0096)

FHA ASSUMPTION RIDER TO THE MORTGAGE/DEED OF TRUST

This Rider, dated this 5TH day of MAY 19 89, amends the Mortgage/Deed of Trust of even date by and between

**EDWARD P. SCHMIDT
MARY A. SCHMIDT, HUSBAND AND WIFE**

, hereinafter referred to as Mortgagee/Grantor, and

WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

, hereinafter 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 mortgagee/grantor, pursuant to a contract of sale executed not later than 12 months after the


date on which the mortgage/deed of trust is executed, to a purchaser whose purchase has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,

**EDWARD P. SCHMIDT
MARY A. SCHMIDT, HUSBAND AND WIFE**

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

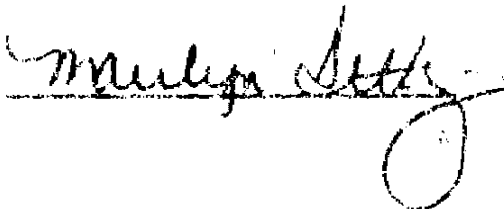

EDWARD P. SCHMIDT [Seal]

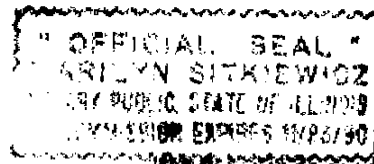

MARY A. SCHMIDT [Seal]

[Seal]

[Seal]

Signed, sealed and delivered
in the presence of





3796020

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Property of Cook County Clerk's Office

except by Mortgagee, and each... shall be authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and his 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 its restoration or repair of the property damaged in event of foreclosure of the mortgage or other transfer of title to the mortgaged premises in satisfaction 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.

...shall be placed in possession of the... should described premises... in 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 as 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 heretofore described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

The said 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.

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 in respect of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, to be made payable, 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.

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 the 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

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, including costs, 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 this mortgage with interest on such advances at the rate set forth in the note secured hereby; (3) all the moneys advanced by the Mortgagee, if any, for the purpose authorized in this mortgage with interest on such advances at the rate set forth in the note secured hereby; and (4) all the said moneys and moneys remaining unpaid. The surplus of the proceeds of the sale of any, shall then be paid to the Mortgagor.

date of the mortgage, declaring such a note and this mortgage being declared conclusive proof of such eligibility), the Mortgagor or the holder of the note may, at its option, declare all sums then and hereafter immediately due and payable. Notwithstanding the foregoing this option may not be exercised by the Mortgagee when it is not a party to the insurance under the National Housing Act due to the Mortgagor's failure to pay the mortgage insurance premium to the Department of Housing and Urban Development.

If Mortgagee shall pay said note at the time and in the manner provided and shall also, by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and the Mortgagee will, within thirty (30) days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

In The Event of default in making any or all this payment provided for herein, and in the note secured hereby for a period of thirty (30) days after the due date thereof, and in default of payment of any other covenant or agreement herein, Mortgagee, hereinafter, the holder of said promissory sum (including unpaid taxes and accrued interest thereon), shall, at the election of the Mortgagee, without notice, become immediately due and payable.

It is Expressly Agreed that no extension of the time for payment of the Note hereby secured given by the Mortgagee to any purchaser in default of the Mortgagee shall operate to release, in any manner, the obligor liability of the Mortgagee.

The Covenants Herein Contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, assignees, and assigns of the parties hereto. Whichever word, the singular or the plural, shall include the plural, and vice versa; the singular and the masculine gender shall include the feminine.

In The Event that the whole or a part of the indebtedness secured by this mortgage shall have the right immediately to foreclose this mortgage is a lien upon the property, but for all purposes the court in which such suit is filed may, at any time thereafter, either before or after suit, and without notice to the said Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the parties or persons liable for the payment of the indebtedness secured hereby, at the time of such application 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 right of redemption or a homestead claimant, an order placing the Mortgagee in possession of the premises, or appointing 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 time, issues, and profits which collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation to the property.

SEE ATTACHED ASSUMPTION RIDER

UNOFFICIAL COPY

1796699

1792292

PREPARED BY AND RETURN TO: VICKIE WIRZBICKI
WESTAMERICA MORTGAGE COMPANY
17 WEST 635 BUTTERFIELD ROAD, SUITE 100
OAKBROOK ILLINOIS, IL 60181

1993 MAY - 8 AM 11:40
CAROL MOSELL & SHAWN
REGISTERING

1792292
1792292

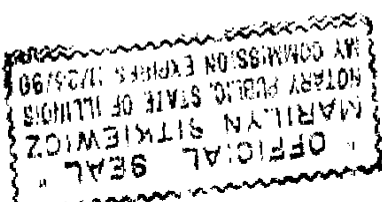
MJL-02170-93

Recorder
Deed to
Address
Noted

1792292

Property of Cook County Clerk's Office

Doc. No.



Given under my hand and Notarial Seal, this

day of May

A.D. 1993

Marilyn Sirkiewicz
Marilyn Sirkiewicz

Filed for Record in the Recorder's Office of

County, Illinois, on the

day of

A.D. 19

o'clock m., and duly recorded in Book

of

page

and Mary A. Schmidt
person whose names are
person and acknowledged that they
signed, sealed, and delivered the said instrument as their
and voluntarily set forth the uses and purposes thereof, including the release and waiver of the right of interest.
I, the undersigned, Edward P. Schmidt
do hereby certify that Edward P. Schmidt
is a notary public, in and for the county and State

State of Illinois
County of Cook

Witness the hand and seal of the Notary, the day and year first written.
[Seal] Edward P. Schmidt
[Seal] Mary A. Schmidt