

UNOFFICIAL COPY

3861604 8 6 1 9 0 4 FHA Case No.

131:5887299-703 / 203B
LOAN #00062924(0071)

State of Illinois

Mortgage

This Indenture, made this 20TH day of FEBRUARY, 19 90, between
TONY JONES, DIVORCED AND NEVER SINCE REMARRIED

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

SIXTY THREE THOUSAND ONE HUNDRED TEN AND 00/100

Dollars (\$ 63,110.00) payable with interest at the rate of NINE AND ONE-HALE
per centum (9.500 %) 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

FIVE HUNDRED THIRTY AND 66/100

Dollars (\$ 530.66), on the first

day of APRIL, 19 90, 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

MARCH, 2020

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:

THE SOUTH 20 FEET OF LOT 14 AND LOT 15 (EXCEPT THE SOUTH 5 FEET THEREOF) IN
BLOCK 2 IN D. LEONARD'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

TAX # 29-03-418-049

ALSO KNOWN AS:
14420 SANDERSON AVENUE
DOLTON, ILLINOIS 60419

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.

NOTE IDENTIFIED

SP7Z0142W

3861604

That He will Keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss 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, 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 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

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 heretofore described.

And the said Mortgagee (hereinafter referred to as the Mortgagee) agrees that the 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

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:

- (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.

3861604

UNOFFICIAL COPY

0 3 8 6 1 6 0 4 CASE NUMBER 131:5887299-703/203b

LOAN NUMBER 00062924 (0071)

FHA ASSUMPTION RIDER

This rider is made this 20TH day of FEBRUARY, 19 90
and amends the provisions of the Deed of Trust/Mortgage, (the Security
Instrument) of the same date, adds the following provision:

The mortgagee shall, if permitted by applicable law and with the prior
approval of the Federal Housing Commissioner, or his or her designee,
declare all sums secured by this mortgage to be immediately due and payable
if all or part of the property is sold or otherwise transferred (other
than by devise or descent) to a purchaser or grantee who does not occupy
the property as his or her principal or secondary residence, or to a purchaser
or grantee who does not occupy the property but whose credit has not been
approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF, Trustor/Mortgagor has executed this Rider.

Tony Jones (SEAL)
TONY JONES

(SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered
in the presence of

Saul Maber

Cook County Clerk's Office

3881604

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1601000

3861604

UNOFFICIAL COPY

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 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 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 day time 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 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.

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 ably, 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 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

3861604

UNOFFICIAL COPY

UNOFFICIAL COPY

MR0473/DM 8:87

HJD-92116M1

3861604

3861604

BEX 97

INTERCOMMITTEE
170 WEST MADISON
CHICAGO ILLINOIS 60604

S-1220492-20

1990 FEB 24
SANDY TRIMBLE CAROL HOUSTON
REGISTRATION
WESTAMER. MORTGAGE COMPANY
17 WEST 635 BUTTEFIELD ROAD
OAKBROOK ILL 60181
SUITE 140

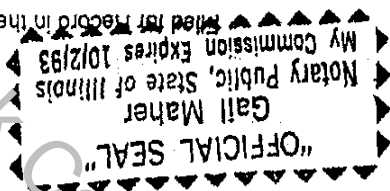
PREPARED BY AND RETURN TO:
SANDY TRIMBLE CAROL HOUSTON
WESTAMER. MORTGAGE COMPANY
17 WEST 635 BUTTEFIELD ROAD
OAKBROOK ILL 60181
SUITE 140

3
1393209

Property of Cook County Clerk's Office

3861604

Doc. No.



Given under my hand and Notarial Seal this

AD. 19 90
Gail Maher

and person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he personally known to me to be the same free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

County of Cook State of Illinois
a notary public, in and for the county and State
I, Gail Maher, do hereby certify that
Tony Jones
DIVERCED AND NOT REMARRIED

[Seal] _____
[Seal] _____
[Seal] _____
[Seal] _____

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