

# UNOFFICIAL COPY

ILLINOIS

03076083

## MORTGAGE

LH 636-425

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF  
THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.  
The attached RIDER is made a part of this instrument.**

R237709  
*RICHARD M. BOS*  
*Jeanette K. Bos*  
**THIS INDENTURE, made this 7TH day of DECEMBER, 1993**, between  
RICHARD M. BOS AND JEANNETTE K. BOS, HUSBAND AND WIFE  
JEANNETTE  
**AMERICAN SECURITY MORTGAGE**  
a corporation organized and existing under the laws of THE STATE OF ILLINOIS  
Mortgagor.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SIXTY SIX THOUSAND SIX HUNDRED EIGHTY ONE AND 00/100

Dollars (\$ 66,681.00 ) payable with interest at the rate of EIGHT AND ONE HALF per centum ( 8.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in ONE TIFFANY POINTE, SUITE 210 BLOOMINGDALE, ILLINOIS 60108

or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of FIVE HUNDRED TWELVE AND 72/100

Dollars (\$ 512.72 ) beginning on the first day of FEBRUARY 1 , 1994 , and continuing on the first day of each 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 JANUARY , 2024 .

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of 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 situate, lying and being in the county of COOK and the State of Illinois, to wit:

THE WEST 1/2 OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF GRAND AVENUE IN ELGIN, KANE COUNTY, ILLINOIS WHERE IT INTERSECTS THE WEST LINE OF COOK COUNTY, ILLINOIS, THENCE EAST ON A LINE WITH THE NORTH LINE OF GRAND AVENUE EXTENDED INTO COOK COUNTY, 132 FEET; THENCE NORTH PARALLEL WITH SAID COOK COUNTY LINE 132 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE OF GRAND AVENUE EXTENDED AS AFORESAID 132 FEET TO SAID COUNTY LINE THENCE SOUTH ON SAID COOK COUNTY LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

698 Grand Ave., Elgin, Ill. 60120

06-07-302-009

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

16  
PH 4:16  
93 DEC 29

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

RECORDING 29.00  
MAIL 0.50  
H 03076083

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 the said Mortgagor does hereby expressly release and waive.

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29.50



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full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (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 as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor 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 hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessor, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. 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 the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made 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.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, 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.

IN THE EVENT that the whole of 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 at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, 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, 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.

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 of the complainant and for 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.

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 reasonable 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 any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of 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 Mortgagor will, within thirty 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.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of 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.

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DPS 450

STATE OF ILLINOIS

MORTGAGE

01

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

Clerk

RECORD AND RETURN TO: AMERICAN SECURITY MORTGAGE  
BLOOMINGDALE, ONE TIFFANY POINTE, SUITE 210  
ILLINOIS 60108

BLOOMINGDALE, IL 60108-2918 JANET LAKE  
NOTARY PUBLIC, STATE OF ILLINOIS  
"OFFICIAL SEAL"

SIGNED, SEALED, AND  
NOTARIZED THIS 19TH DAY OF DECEMBER, 1993

PEGGY KOTNOUR

This instrument was prepared by:  
My Commission Expert:

the releasee and waiver of the right of homestead.

instrument appealed before me this day in person and acknowledged that THEY  
his/her spouse, personally known to me to be the same person whose name ARE  
delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth, including  
intended to the foregoing.

X<sup>o</sup> HUSBAND AND WIFE  
KARENNE TIE  
attest, Do hereby certify that RICHARD M. BOSS AND JEANETTE K. BOSS,  
a notary public, in and for the County and State

COUNTY OF CLARK

STATE OF ILLINOIS

(SEAL)

(SEAL)

KARENNE TIE

(SEAL)

(SEAL)

RICHARD M. BOSS

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

THE COVENANTS HEREIN CONTAINED shall bind, and the beneficiaries and advantages shall have, to the respective heirs,  
executors, administrators, successors, and assigns of the parties hereto. Whichever used, the singular number shall hereby refer to  
the plural, the plural to the singular, and the term "Mortgagee", shall include any payee of the indebtedness hereby referred or  
any transferee thereof, whether by operation of law or otherwise.

Regulations issued or hereafter issued or amended from time to time by the State of Illinois, the City of Chicago, or  
hereafter, and any provisions of this or other instruments executed in connection with said indebtedness which are  
incosistent with said Title or Regulations are hereby amended to conform thereto.

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## VA ASSUMPTION POLICY RIDER

LH 636-425

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF  
THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

THIS ASSUMPTION POLICY RIDER is made this 7TH day of DECEMBER, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to

AMERICAN SECURITY MORTGAGE

(Property Address)  
("Mortgagee") and covering the property described in the Instrument and located at:

698 GRAND AVENUE, ELGIN, ILLINOIS 60120

its successors and assigns

(Property Address)

Notwithstanding anything to the contrary set forth in the instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

**TRANSFER OF THE PROPERTY:** If all or any part of this Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to Section 1814 of Chapter 37, Title 38, United States Code.

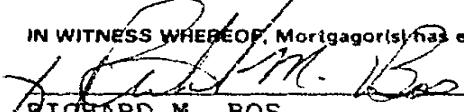
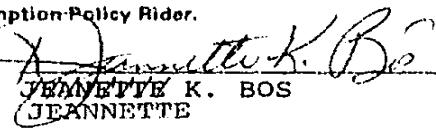
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

**(a) ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).

**(b) ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is complete. The amount of this charge shall not exceed the lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 1814 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

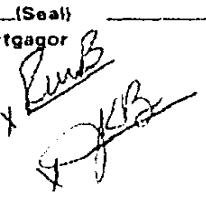
**(c) ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

  
RICHARD M. BOS (Seal) Mortgagor   
JEANNETTE K. BOS (Seal) Mortgagor

(to/se)

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