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ILLINOIS

VA Form 26-6319 (Home Loan)
This is a form of the Department of Veterans Affairs
Use only for VA Home Loans
Form 26-6319 (Rev. 8-8-85)

04042182

MORTGAGE

941014122

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.

This mortgage was made this 12TH day of DECEMBER 19 94, between

BERNARD A ADRIANZEN and LISA M ADRIANZEN, HUSBAND AND WIFE

Mortgagor and

MIDAMERICA FEDERAL SAVINGS BANK

DEPT 01 RECORDING \$31.50
TRAN 0300 12/14/94 12:16:00
10760 C J *-04-042482
COOK COUNTY RECORDER

This mortgage is made and executed under the laws of UNITED STATES OF AMERICA

The Mortgagor hereby grants, conveys, and assigns to the Mortgagee, as is evidenced by a certain promissory note bearing date hereof, the Mortgage in favor of the Mortgagee, and bearing even date herewith, in the principal sum of

SEVEN THOUSAND TWO HUNDRED AND NO/100

(\$7,200.00) payable with interest at the rate of NINE

percentum (\$9.000) per annum on the unpaid balance until paid,

and to the use of the Mortgagee at its office at

5900 W. HERMAN RD, CICERO, IL 60630

or at such other place as the holder may designate in writing, and due and or mailed to the Mortgagee, the said principal and interest being payable in monthly installments of

SEVEN HUNDRED ONE AND 63/100

(\$701.63)

beginning on the first day of FEBRUARY

1995

and

ending on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if any, shall be due and payable on the first day of JANUARY 1, 2005.

NOW, THEREFORE, the said Mortgagee, 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 present MORTGAGE and WARRANT unto the Mortgagor, his heirs or assigns, the following described real estate situate, lying and being in the county of COOK and the state of Illinois, to wit:

LOT 63 IN SOUTHWEST HIGHLANDS AT 79TH AND KEDZIK UNIT NO. 1, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LANDS DEDICATED TO RAILROAD AND EXCEPT STREETS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

111 N. W. 35 204-925-0000

TOGETHER with all 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, including household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a part of the security for the indebtedness herein mentioned.

3150
AW

404-04023
MAIL TO
LAWYERS TITLE INSURANCE CORPORATION

Property of Cook County Clerk's Office

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TO HAVE AND TO HOLD the above described premises, with the appurtenances, and fixtures, unto the said Mortgagor, his heirs, assigns, successors and assigns, forever, for the purposes set forth hereon set forth, free from all rights and benefits under any Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly waive and waive.

AND SAID MORTGAGOR 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, trades or laborer's lien 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 county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof, (2) a sum sufficient to keep all buildings that may at any time be on said premises during the continuance of said indebtedness, and (3) a sum for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any provision of this mortgage, or to pay 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 cause said repairs to the property herein most properly and economically to be made, if necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplementary note or notes to the note first advanced by the Mortgagee for the alteration, modification, improvement, maintenance or repair of said premises, and for assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured by the same property with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplementary note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity of any such note be the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding) that the Mortgagor 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 improvements 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 suspend the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof until the same.

Prepayment is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, or any amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited to the account as soon as received. Partial prepayment, other than on an installment due date, need not be credited until the next following statement due date or thirty days after such prepayment, whichever is earlier.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding) that the Mortgagor 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 improvements 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 suspend the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof until the same.

AND the said Mortgagor further covenants and agrees as follows:

Prepayment is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof, or any amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited to the account as soon as received. Partial prepayment, other than on an installment due date, need not be credited until the next following statement due date or thirty days after such prepayment, whichever is earlier.

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Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

(i) 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, and of which the Mortgagor is notified) 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 assessments.

(ii) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied in the following order in the order stated:

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

Any delinquency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, the excess shall be credited as subsequent payments when made by the Mortgagee for such items, or, at the Mortgagee's option, a refund shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor 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 as Trustee shall in crediting 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 foreclosure of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as Trustee shall, 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 hereinafter described. The Mortgagee 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 lessee, assignee or subtenant 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.

MORTGAGEE 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 heretofore 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 payment certificates of the form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee with a copy of proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby irrevocably authorized to make payment for such loss directly to the Mortgagee instead of to the Mortgagor, and the Mortgagee jointly.

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and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the redemption of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or after 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 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 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, cause the redemption, as a homestead, of said premises to be stayed for the period of the Mortgagee, with power to collect the rents, issues and profits of the said premises during the period of such foreclosure and until a decree of sale and a deficiency judgment of the Court is entered, and such rents, issues and profits when collected may be applied toward the payment of the indebtedness secured hereby, and other items owing to the Mortgagee, and preservation and protection of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, or in any state or insolvency court, or for the solicitor's fees of the complainant, and for stenographers' fees of the complainant in such process, and for all other costs, including 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 therein by reason of this mortgage, its costs and expenses, and all reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceeding shall be a **liability and charge** upon the said premises, and the mortgage, and all such expenses shall be deemed secured by the indebtedness secured hereby and be allowed in any action foreclosing this mortgage.

THE FOLLOWING 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 sale, advertising, sale, and conveyance, and the costs of the attorneys', solicitors' and stenographers' fees, outlays for documentary evidence, and cost of said abstract and expense 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 if not so paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The surplus of the proceeds of sale of any such shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abdo, 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 demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the force and effect of any statute 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 by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such title and any regulations thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of Title 38 or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, are hereby amended to conform thereto.

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

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WITNESSETH that the last and seal of the Mortgage, the day and year first written)

Urbano A. Adrianzen
URBANO A. ADRIANZEN

(Seal)

Lisa M. Adrianzen
LISA M. ADRIANZEN

(Seal)

(Seal)

(Seal)

STATE OF ILLINOIS

vs

COUNTY OF COOK

The undersigned a notary public, in and for the county and State aforesaid, Do Hereby
CERTIFY that URBANO A. ADRIANZEN and LISA M. ADRIANZEN, HUSBAND AND WIFE and
his/her spouse, personally known to me to be the same person whose
name *is* subscribed to the foregoing instrument appeared before me this day in person and acknowledged
that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and
purposes therein set forth, including the release and waiver of the right of homestead

My Commission Expires

The instrument was prepared by

GIVEN under my hand and Notarial Seal this

12th

day of

December
Martha Martz

1994

Notary Public

This instrument was prepared by:
FENBETH FORANDA
1001 S. WASHINGTON ST.
NAPERVILLE, IL 60566

OFFICIAL SEAL
MARTHA MARTZ
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 11/21/96

04012182

MidAmerica Federal
SAVINGS BANK

VETERANS AFFAIRS RIDER
TO THE DEED OF TRUST/MORTGAGE

This Rider is made this 14th day of DECEMBER, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") URBANO A ADRIANZEN and LISA M ADRIANZEN, HUSBAND AND WIFE

and covering the property described in the Instrument and located at:

7920 S. CHRISTIANA, CHICAGO, IL 60652 5200

(Property Address)

"The Secretary of Veterans Affairs' shall be substituted for that of Administrator of Veterans Affairs' and the designation 'Department of Veterans Affairs' shall be substituted for that of 'Veterans Administration' each time either appears in the Deed of Trust/Mortgage pursuant to the provisions of Section 2, Pub. L. No. 100-527, the Department of Veterans Affairs Act."

IN WITNESS WHEREOF, the Mortgagor has executed this Rider.

Urbano A. Adrianzen
URBANO A ADRIANZEN (Mortgagor)

Lisa M. Adrianzen
LISA M ADRIANZEN (Mortgagor)

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