

# UNOFFICIAL COPY

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VA FORM 26-6310 (Home Loan)  
Rev. August 1981. Use Optional.  
Section 1810, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association

ILLINOIS

## MORTGAGE

LH 541803  
8502045

THIS INDENTURE, made this 28TH day of JANUARY 19 86, between  
JAMES VEALS, MARRIED TO MARTHA J. VEALS\*\*

7311 SOUTH CHAMPLAIN, CHICAGO, ILLINOIS 60619

, Mortgagor, and

PRAIRIE STATE MORTGAGE CO., INC.

1127 SOUTH MANNHEIM RD., STE.103, WESTCHESTER, ILLINOIS 60153

a corporation organized and existing under the laws of THE STATE OF ILLINOIS  
Mortgagee.

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

FORTY EIGHT THOUSAND AND NO/100---

Dollars (\$ 48,000.00) payable with interest at the rate of TEN & 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 WESTCHESTER, ILLINOIS 60153 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

FOUR HUNDRED THIRTY NINE AND 7/100---

Dollars (\$ 429.07 ) beginning on the first day of MARCH 19 86, 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 FEBRUARY 2016

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:

LOT 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 1 IN WITHERELL'S SUBDIVISION OF THE NORTH 1/2 OF BLOCK 2 IN BROOKLINE, A SUBDIVISION BY CHARLES S. NORTON OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

JAN-30-86 3 8 7 5 3 0 86042736 A --- Rec

13.25

30 JAN 86 1:55

\*\*MARTHA J. VEALS IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

20-27-221-004

COMMONLY KNOWN AS : 7311 SOUTH CHAMPLAIN  
CHICAGO, ILLINOIS 60619

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; \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13.25

133002 Bond  
2073

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-86-012736

# UNOFFICIAL COPY



WESTCHESTER, ILLINOIS 60153  
1127 SOUTH MANHEIM RD., STE. 103  
MORTGAGE CO., INC.  
PRAIRIE STATE

TO

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

VMP-3 (11)

CONSOLIDATED BUSINESS FORMS, INC.  
MT. CLEMENS, MI 48043  
210/752-3100

WESTCHESTER, IL 60153  
RECORD AND RETURN TO:

PAULA DZINGELSKI

This instrument was prepared by:

My Commission Expires 9/20/00  
Notary Public

day of

19

GIVEN under my hand and Notarial Seal this

STATE OF ILLINOIS  
COUNTY OF COOK  
I, *James J. Veals*, a notary public, in and for the county and State aforesaid, Do Hereby Certify that JAMES VEALS MARRIED TO MARTHA J. VEALS, *the undersigned* IS 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.

JAMES VEALS MARRIED TO MARTHA J. VEALS  
MARTHA J. VEALS  
[SEAL] [SEAL]

WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS  
\*MARTHA J. VEALS IS WAIVING THIS MORTGAGE SOLELY FOR THE PURPOSE OF PAYING OFF THE INDEBTEDNESS HEREBY SECURED OR ANY TRANSFER THEREOF WHETHER BY OPERATION OF LAW OR OTHERWISE. SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL THE SINGULAR, AND THE TERM "MORTGAGE" SHALL INCLUDE ANY OF THE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS OF THE PARTIES HERETO. WHEREVER USED, 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, SAID INDEBTEDNESS (WHICH ARE INCONSISTENT WITH SAID TITLE OR REGULATIONS ARE HEREBY AMENDED TO CONFORM HERETO. TITLE AND REGULATIONS ISSUED THEREUNDER AND IN EFFECT ON THE DATE HEREOF SHALL GOVERN THE RIGHTS, DUTIES AND LIABILITIES OF THE PARTIES HERETO, AND ANY PROVISIONS OF THIS OR OTHER INSTRUMENTS EXECUTED IN CONNECTION WITH SAID INDEBTEDNESS SECURED HEREBY BY GUARANTEED OR INSURED UNDER TITLE 38, UNITED STATES CODE, SUCH AS THE DEBTOR'S RIGHTS TO A RELEASE, IN ANY MANNER, THE ORIGINAL LIABILITY OF THE MORTGAGOR 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 MORTGAGOR 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 as the Debtors Rights to a Release, in any manner, the original liability of the Mortgagor 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 Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

The 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 Mortgage 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 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' 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 Veterans Administration 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 Mortgagee 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 Mortgage will, within thirty 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.

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