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507537-6

VA Form 16-6399 (Home Loan)  
Rev. August 1981, Use Optional  
Section 1819, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association  
Amended February, 1988

ILLINOIS

# MORTGAGE

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

THIS INDENTURE, made this **27TH** day of **OCTOBER** 19 **88**, between **GENE E. LUERING AND HELGA N. LUERING, HUSBAND AND WIFE**

**15.00**

**FIREMAN'S FUND MORTGAGE CORPORATION,**

Mortgagor, and

a corporation organized and existing under the laws of **DELAWARE** Mortgages.

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 SEVEN THOUSAND THIRTY FIVE AND 00/100**

Dollars (\$ **67,035.00**) payable with interest at the rate of **ELEVEN AND 500/1000** per centum (**11.500%**) per annum on the unpaid balance of said paid,

and made payable to the order of the Mortgagee at its office in **27535 FARMINGTON ROAD, P.O. BOX 1800, FARMINGTON HILLS, MICHIGAN 48333** or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagee, the said principal and interest being payable in monthly installments of

**SIX HUNDRED EIGHTY TWO AND 00/100**

Dollars (\$ **692.60**) beginning on the first day of **NOVEMBER**, 19 **88**, 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

**AUGUST 2013**

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 30 IN BURNSIDE'S LAKWOOD HARBOR UNIT NUMBER 3, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PERM TAX NO. 31-33-102-045-0000

C.K.A. 21650 IMPERIAL CT.

RIGHTON, ILL. 60471

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

NOV 23 AM 10:29

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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:

STATE OF ILLINOIS

Mortgage

BOX 839 - 72

TO

Doc. No.

Filed for Record in the Recorder's Office

County, Illinois

on the day of

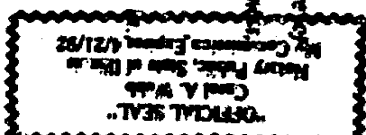
Oct 19 . at o'clock

and duly recorded in Book

page

Clerk.

Notary Public



FINERSON'S FUND MORTGAGE CORPORATION  
2733 EASTMAN RD.  
PANNONVILLE, ILL. 60015

THIS INSTRUMENT WAS PREPARED BY:  
AND BEEN RECORDED, RETURN TO:  
LOUIS L. PANNONVILLE

day of OCTOBER 1988

GIVEN under my hand and Notarial Seal this 27TH

COURT OF STATE OF ILLINOIS  
I, *John E. Liering*, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify that **GENE E. LUERLING AND MELBA M. LUERLING, His Wife**, 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.

WITNESS the hand and seal of the Notary, the day and year first written.  
*Gene E. Liering* (SEAL)  
*Melba M. Liering* (SEAL)

THESE 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 Mortgage, if any, for any purpose authorized in the mortgage, will 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 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 surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee. If Mortgagee shall pay due note at the time and in the manner aforesaid and shall abide by, comply with and fully perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee hereby waives the benefit of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of the 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 Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and regulations and thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the guarantor, surety, and any providers of this or other instrument 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, assigns, administrators, executors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the word "person" and the word "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof in whole or in part.

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

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(b) The mortgagee shall have the right to require the mortgagor to pay... as to be applied to the following items in the order listed:
I. general taxes, if any, levied on the premises, fire, and other hazard insurance premiums;
II. interest on the debt secured hereby; and
III. continuation of the principal of the said debt.

Any deficiency in the amount of any such payments... shall be paid by the mortgagor... within thirty days after the date of the deficiency... 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...

If the total of the payments made by the mortgagor... shall exceed the amount of payments actually made by the mortgagor... or insurance premiums, in the case may be, such excess shall be credited as mortgage payments... 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... which notice may be given by mail. If at any time the mortgagor shall tender to the mortgagee, in accordance with the provisions of this mortgage secured hereby, full payment of the entire indebtedness represented hereby, 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 the 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 mortgage.

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 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 lease or conveyances thereof now or hereafter in effect. The use, assignor or substance 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 her/his 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 clause in favor of and in form acceptable to the Mortgagee. In 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 then 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 mortgagor 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 proceed-

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(b) A lien against the ground rents, if any, next due, plus the premiums that will next become due and payable on bonds of the and other hazard insurance covering the mortgaged property, plus taxes and assessments on bonds on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagee is notified) here all sums already paid (hereafter 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.

AND the said Mortgagee further covenants and agrees as follows:

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

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 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:

AND the said Mortgagee further covenants and agrees as follows:

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

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 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:

AND the said Mortgagee further covenants and agrees as follows:

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

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 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:

AND the said Mortgagee further covenants and agrees as follows:

VA ASSUMPTION POLICY RIDER

507537-6

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

THIS ASSUMPTION POLICY RIDER is made this 27TH day of OCTOBER, 19 58, 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 FIREMAN'S FUND MORTGAGE CORPORATION, A DELAWARE CORPORATION,

its successors and assigns ("Mortgagor") and covering the property described in the Instrument and located at:

22650 IMPERIAL COURT, RICHTON PARK, IL 60471 (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 Veterans Administration 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 Veterans Administration 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 the Property or any interest in it is sold or transferred, this loan shall be 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 Veterans Administration or its authorized agent pursuant to section 1817A 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 Administrator 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 completed. The amount of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

(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 Veterans Administration 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.

Signatures of Gene E. Luering and Helga M. Luering, both labeled as Mortgagor.

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