

UNOFFICIAL COPY

VA FORM 26-6310 (Home Loan)
Rev. August 1981. Use Optional.
Section 1810, Title 38, U.S.C.
Acceptable to:
Federal National Mortgage Association
VA #589-954
CMC #104305-8

ILLINOIS

MORTGAGE

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

THIS INDENTURE, made this

16th

day of

December

1988, between

George Stojiljkovic and Jean Stojiljkovic, his wife-----, Mortgagor, and
Crown Mortgage Co.-----

a corporation organized and existing under the laws of the State of Illinois 88586466
Mortgagee.

WITNESSETH. That wherens 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 Ninety Six Thousand Five Hundred and No/100ths----- Dollars (\$ 96,500.00----) payable with interest at the rate of Ten----- per centum (10.00) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Oak Lawn , Illinois , 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 Nine Hundred Thirty One and 25/100ths----Dollars (\$ 931.25-----) beginning on the first day of February 1 , 1989 , 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 1, 2009 .

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 21 and the North 1/2 of Lot 22 in Block 12 in L. and W.F. Reynold's Columbian Addition to Oak Park, said addition being a Subdivision of Lots 1, 2, 3, in the Circuit Court Partition of the North 1/2 of the South East 1/4 of Section 6, and the North West 1/4 of the South West 1/4 of Section 5, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

811 N. Lombard, Oak Park, Illinois 60302
Real Estate Tax No. 16-05-303-035

991-98288

DEPT-01 \$15.00
T#4444 TRAN 4329 12/20/88 15:44:00
#6753 # D **-88-586466
COOK COUNTY RECORDER

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;

#15-

STATE OF ILLINOIS

Mortgage

To

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois.

A. D. 19 , at o'clock m.,
and duly recorded in Book , page

Clerk.

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GIVEN under my hand and Notarial Seal this /6/74
CROWN MORTGAGE CO.; DEBBIE MASCHKE
6131 W. 95th St., Oak Lawn, IL 60453
day of December 1974, Notary Public.
Certify That Debbie Mascke, a Notary Public, in and for the County and State aforesaid, Do hereby
and for the County and State aforesaid, Do hereby
certify that Debbie Mascke, a Notary Public, has signed this instrument in the presence of the parties named
and delivered the same to the undersigned instrument, is a Notary Public, and has acknowledged that the
same is a true copy of the original instrument, and that it is a true copy of the original instrument,
and that the signature of the Notary Public is genuine and valid.

COUNTY OF Cook
STATE OF ILLINOIS

Witness the hand and seal of the Mortgagor, the day and year first written.
George Stojiljkovic [Seal]
Jean Stojiljkovic, his wife [Seal]

If the indebtedness secured hereby be punctually paid under Title 38, United States Code, such
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 which are inconsistent with said title or regulations are hereby amended to conform thereto.
THE COVENANTS HEREIN CONTAINED shall bind, and the beneficiaries 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 "Mortgagor," shall include any
payee of the indebtedness hereby incurred or any transferee thereof by operation of law or otherwise.

The lien of this instrument shall remain in full force and effect during any postponement or extension of
the time of payment of the debt hereby secured or any interest of the Mortgagor, until paid in full and no
payment of the debt or any interest thereon made by the Mortgagor in interest of the Mortgagor shall
operate to release in any manner, the original liability of the Mortgagor.

If Mortgagor shall pay said note at the time and place herein specified and shall abide by, completely 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 thereon by Mortgagor, execute a release of
any indebtedness, from the time such advances are made; (3) all the principal money remaining unpaid on the
mortgage will, thereafter written demand thereon by Mortgagor, execute a release of all benefits of
any indebtedness, within thirty days after written demand thereon by Mortgagor, and Mortgagor hereby waives the earlier
execution of this mortgage, and Mortgagor hereby agrees to any successor in interest of the Mortgagor shall
have the right to require payment of the principal money remaining unpaid on the mortgage, and
shall then be liable for any deficiency.

THESE SHALL BE INCLOSED 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 con-
veyance, including reasonable attorney's, solicitor's, and stenographer's fees, outlays for documentation, evidence
and cost of said abstract and examination of title; (2) all the money advanced by the Mortgagor, 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 principal money remaining unpaid on the
indebtedness, from the time such advances are made; (4) all the principal money remaining unpaid; (5) all sums paid by the
indebtor to the garnishee, if any, in account of the garnishment or insurance secured hereby. The
indebtor shall be liable for any deficiency.

Ings, 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.

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"The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for guarantee under the Serviceman's Readjustment Act of 1944 as Amended within three months from the date hereof written statement of any officer of the Veterans Administration or authorized agent of the Administrator of Veterans Affairs dated subsequent to the three months time from the date of this Mortgage, declining to guarantee 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."

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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.

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 men or material men 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 the 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, insured 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 prior lien or incumbrance other than that 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 make such repairs to the property herein mortgaged as may reasonably be deemed 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 supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental 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 sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond 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 Mortgagee 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 Mortgagor 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 prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved 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 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:

- (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, 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.

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IN CASE OF FORECLOSURE of this mortgage by said Mortgagor, 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 documents, 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 attorney or solicitors of the Mortgagor, so made parties, for services in such suit or proceed-

When corrected, may be applied to any part of the instrument or the intermediate, cases, covers, insulation, and other terms necessary for the protection and preservation of the property.

application for a receiver, or the person or persons liable for the payment of a sum due under a contract, may apply to the court for the appointment of a receiver for the benefit of the owner of the equity of redemption, as a homestead, apportioned by the mortgagee, with power to

held, 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 solventy or insolvency of such

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagor 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

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 Mortgagor, without notice become immediately due and payable.

in exchange for payment of the premium, the company agrees to pay the sum insured to any insured person who becomes disabled from any cause, whether or not it is due to accident or disease.

is its option either to the reduction of the indebtedness thereby 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

may make proof of loss if not made promptly by Mortgagor, and the Mortgagor may be applied for any insurance which may be necessary to protect the Mortgagor's interest in the property.

Therefore, an insurance company can be liable for damages caused by the negligence of its employees if the employee's conduct violates a duty of care owed to the plaintiff. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who exceptable to the Mortgagor. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagor.

Bagge may from time to time require, on the improvement, now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he shall be entitled to receive payment for all such premiums as shall be earned by the Master or his agents and the policies and renewals

Mortgagor will continually maintain hazard insurance of such type or types and amounts as Mortgagor deems necessary hereby.

and profits until deducted therefrom now or hereafter, rents, royalties, revenues and other incomes, or mineral leases is directed to pay any profits, losses, revenues, or royalties or the owner of the indebtedness or otherwise to the owner of such oil, gas or mineral lease.

to the Mortgagor all the rights, 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

to credit of mortgagor under section 13 of the Registration of Mortgages Act, as a creditor on the mortgagee account and the balance due to the principal lender shall remain unpaid under said note.

acquires the property otherwise, 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

the amount of such debentures, credit to the account of the Mortgagor any credits debenture providers of this mortgage, resulting in a public sale of the premises hereby, or if the mortgagees

the Mortgagee shall render to the Mortgagor a statement of the amount of the indebtedness represented thereby, the Mortgagor as Trustee shall, in accordance with the provisions of the note secured hereby and the instrument of conveyance, pay over to the Mortgagee, in full payment of all debts, demands, and claims of every kind, due or to become due, now or hereafter owing by the Mortgagor to the Mortgagee.

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

to the Mortgagor, if, however, such monthly payments shall not be sufficient to pay such items when made by the Mortgagor for such items or, at the option of the Trustee, shall be reduced

If the total of the payments made by the Mortgagor under paragraph (a) of the preceding paragraph exceeds the amount of payments actually made by the Mortgagor under paragraph (a) of the preceding paragraph, the trustee for ground rents, taxes, and assessments of paymen

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.

Agreee's option, Mortgagor will pay a "late charge", not exceeding four per centum (4%) of any instalment when paid more than fifteen (15) days after the due date thereof to cover the extra-charge involved in handling the delinquent payment, shall not be liable to pay the same.

Any deficiency 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 Mortgagor.

III. Mortgatization of the debt principal of the said note.

the order stated:

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VA ASSUMPTION APPROVALS REQUIRED BY PUBLIC LAW 100-198

Attached to and made a part of the VA Mortgage dated December 16th 19 88, between Crown Mortgage Co., mortgagee and George Stojiljkovic and Jean Stojiljkovic, his wife as mortgagor.

ACCELERATION: This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of Chapter 37, Title 38, United States Code.

FUNDING FEE: A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder 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 payee 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).

PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder 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 Veteran's Administration for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

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.

George Stojiljkovic
Borrower
George Stojiljkovic

Jean Stojiljkovic
Co-Borrower
Jean Stojiljkovic, his wife

88586466

FILE NAME: VAASSUM
DATE: 3/16/88