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V.A. Form 26-6310 (Home Loan
Rev. August 1981). Use Optional.
Section 1810, 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 26TH day of APRIL
MICHAEL W. PESSETTO, MARRIED TO COLLEEN PESSETTO

19 88 , between

15⁰⁰

, Mortgagor, and

INDEPENDENCE ONE MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE OF MICHIGAN
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 FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100**

Dollars (\$ 45,450.00) 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 **SOUTHFIELD**

MICHIGAN
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 **THREE HUNDRED NINETY EIGHT AND**

86/100

Dollars (\$ **398.86**) beginning on the first day of **JUNE** , 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 **MAY**
2018

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

BUYER State of Illinois, to wit:

*My B
C.P.*
THE NORTH 47.45 FEET OF LOT 1 IN BLOCK 3 IN FOREST RIDGE ADDITION, BEING A
SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 20, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

PERMANENT TAX INDEX NUMBER: 30-20-113-033

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 APR 28 AM 11: 53

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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:

1351 PRICE STREET, CALUMET CITY, ILLINOIS 60409

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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 herunder. 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 far 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 hereinabove 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 defendant in such cases, so made parties, for services in such suits or proceed-
of the attorney or solicitors of the Mortgagor, so made parties, for services in such suits or proceed-
of little 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 solicitor of the Mortgagor, so made parties, for services in such suits or proceed-

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagor shall have the right immediate-
ly 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 claim-
ing under said Mortgagor, and without regard to the solvency or insolvency at the time of such claim-
ing under said Mortgagor, either before or after sale, and without notice to the said Mortgagor, or any party claim-
ing under said Mortgagor, and without regard to the solvency or insolvency at the time of such claim-
ing under said Mortgagor, or any party claiming under him, shall be entitled to the proceeds of such sale, and
the value of the premises shall then be occupied by the owner of the equity of redemption,
as a homestead, upon a receipt for the benefit of the Mortgagee, with power to collect the rents, issues, and profits
of the said premises during the period of such foreclosure suit and, in case of sale and a deficiency, during the
full statutory period of such foreclosure suit, and other items necessary for the protection and preservation
of the property.

IN THE EVENT of default in making any monthly payment provided for herein, in the note secured hereby, or in case of a breach of any other covenant or agreement hereon, small, at the election of the Mortgagor, without notice, become immediately unpaid togeather with accrued interest thereon, shall, at the election of the Mortgagor, without notice, become

AS ADDITIONAL SECURITY TO THE PAYMENT OF THE INDEBTEDNESS AS PROVIDED IN THE MORTGAGE AGREEMENT, THE INDEBTEDNESS SHALL BE EVIDENCED BY A DEED OF TRUST, WHICH SHALL BE EXECUTED AND FURNISHED TO THE TRUSTEE, AND THE TRUSTEE SHALL FURNISH A COPY THEREOF TO THE BORROWER.

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 Mortgage. At Mortgagor's expense, to the date of the next payment, constitutes an event of default under this Mortgage. At Mortgagor's expense, unless such aggregate monthly payment exceeds such proceeds as are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

(16) 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 to the following items 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

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VA ASSUMPTION POLICY RIDER

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

THIS ASSUMPTION POLICY RIDER is made this day of **APRIL 26^{THIRTY EIGHT} 88**, 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

INDEPENDENCE ONE MORTGAGE CORPORATION

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

1351 PRICE STREET, CALUMET CITY, ILLINOIS 60409

(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.

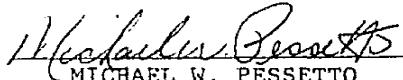
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(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.


MICHAEL W. PESSETTO

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

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Property of Cook County Clerk's Office

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