

UNOFFICIAL COPY

ASSIGNMENT OF BENEFICIAL INTEREST IN MORTGAGE OR SECURITY DEED

89188078

For and in consideration of the sum of \$ 47,500.00, the receipt of which is hereby acknowledged, Goldome

a Corporation organized and existing under the laws of the State of New York

Colonial National Bank U.S.A. a Corporation

organized and existing under the laws of the State of California

(the "Assignee") all of the Assignor's rights under, interest in and title to a certain mortgage or security deed dated June 23, 1989, executed by Daniel Diaz & Maria J. Diaz, husband and wife as

Joint Tenants in favor of the Assignor, and recorded in the Cook County Clerk's office on June 26, 1989, in Book 89290025 at Page 60647

together with the note or other obligation described in such mortgage or security deed and together with all principal, interest and other amounts due or to become due pursuant to such note or other obligation. Except as provided in a Correspondent Agreement, dated 1989, between the Assignor and the Assignee, such assignment is made without any representation or warranty of any kind and without any recourse to the Assignor.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment this 23rd day of June 1989

Let 8 in Block 25 in Goldome's subdivision of the East 1/4 of the Southeast 1/4 of Section 25, Township 40 North, Range 13, East of the Third Principal Meridian By Ernest P. Losch, Jr. Vice President in Cook Cty, Ill.

ACKNOWLEDGMENT

STATE OF Illinois COUNTY OF Cook

aka 2740 n. artesian chgo, Ill. Tax# 13-25-406-029

89188078 DEPT-01 RECORDING 10/16/89 11:41:00 COOK COUNTY RECORDER

On the 23rd day of June in the year 1989 before me personally came

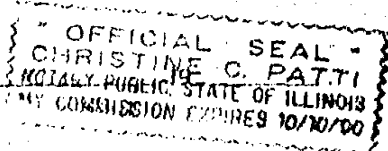
Partnership to me known and known to me to be a member of the partnership described in and which executed the above instrument, and he duly acknowledged to me that he executed the above instrument for and on behalf of said partnership.

Corporation to me known, who, being by me duly sworn, did depose and say that he resides at 103 Norwood Court Rolling Meadows, Illinois 60008 that he is the Vice President of Goldome Acceptance Corp. the corporation described in and which executed the above instrument; and that he signed his (her) name thereto by order of the board of directors of said corporation.

Notary Public

(SEAL)

My term of office expires on day of



GOLDOME ACCEPTANCE CORP. TWO WESTBROOK CORP. CENTER SUITE 440 WESTCHESTER, IL 60153

Goldome RC 893352 182

# UNOFFICIAL COPY

7/15/11 10:00 AM

00000000

TO: [Illegible]

FROM: [Illegible]

SUBJECT: [Illegible]

[Illegible text]

Property of Cook County Clerk's Office

00000000

[Illegible text]

8/10/11 10:00 AM

7/15/11 10:00 AM

UNOFFICIAL COPY

VA Form 26-4310 (Home Loan)  
Rev. August 1981, Use Optional  
Section 1010, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association  
Amended February, 1983

479950

ILLINOIS

LH597023

MORTGAGE

89487842

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.

15.00

THIS INDENTURE, made this 12TH day of OCTOBER 19 89, between

WILLIAM J. WESTPHAL MARRIED TO KELLY S. WESTPHAL

, Mortgagor, and

DRAPER AND KRAMER, INCORPORATED

a corporation organized and existing under the laws 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 EIGHTY ONE THOUSAND AND 00/100

Dollars (\$ 81,000.00 ) payable with interest at the rate of NINE AND ONE-HALF per centum ( 9.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CHICAGO, 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 SIX HUNDRED EIGHTY ONE AND 10/100

Dollars (\$ 681.10 ) beginning on the first day of DECEMBER, 19 89, 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 NOVEMBER, 2019.

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:

89487842

LOT 2 IN BLOCK 2 IN MEDEMA'S EL VISTA NORTH, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS:  
5554 FERN OAK FOREST, IL 60452

TAX IDENTIFICATION NUMBER: 28-09-314-002

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:

8/16/89  
7223987 O.F.  
6HC918

UNOFFICIAL COPY

STATE OF ILLINOIS

1503-479950

Mortgage

WILLIAM J. WESTPHAL

MAIL TO: TO

PREPPER AND KWATNER, INCORPORATED  
33 WEST MONROE STREET  
CHICAGO, ILLINOIS 60603  
ATTN: RESIDENTIAL MORTGAGE DIVISION

LH# 597023

Doc. No.

Filed for Record in the Recorder's Office

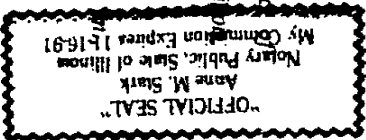
on the day of

A.D. 19 at o'clock

and duly recorded in Book

page

Clerk.



Box 2579

CHICAGO, ILLINOIS 60603

JOHN P. DAVEY  
33 WEST MONROE STREET

This instrument was prepared by:

COUNTY OF COOK  
I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify That WILLIAM J. WESTPHAL AND KELLY S. WESTPHAL, his/her spouse, personally known to me to be the same person whose names 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.

GIVEN under my hand and Notarial Seal this 13th day of October 1989

Notary Public.

STATE OF ILLINOIS

WILLIAM J. WESTPHAL

KELLY S. WESTPHAL

KELLY S. WESTPHAL SOLELY FOR THE PURPOSE OF WAIVING SEAL) HOMESTEAD

Kelly S. Westphal

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

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 "Mortgage" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

If the indebtedness secured hereby be guaranteed or insured 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 lien of this instrument shall remain in full force and effect during any postponement or extension of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release in any manner, the original liability of the Mortgagee.

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 Mortgagee to any successor in interest of the Mortgagee shall operate to release in any manner, the original liability of the Mortgagee.

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 Mortgagee 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.

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 Mortgagee.

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 Mortgagee.

89487842

Mortgagor (Seal) Mortgagor (Seal)

Mortgagor (Seal) Mortgagor (Seal) WILLIAM W. WASTPHAL

William Wastphal

89487842

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

from the guaranty or insurance of the indebtedness created by this instrument.

(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 instrument creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising

section 1817A of Chapter 37, Title 38, United States Code applies.

(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

provisions of 38 U.S.C. 1829 (b).

(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 the mortgagee already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the

as set forth below:

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements Administration or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

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

TRANSFER OF THE PROPERTY: All or any part of the property or any interest in it is sold or transferred, this rights hereunder or take any other proper action as by law provided.

the indebtedness hereby secured once due and payable and may foreclose immediately or may exercise any other Administration under the provisions of Title 38 of the U.S. Code "Veterans Benefits", the Mortgagee may declare from the date that this loan would normally become eligible for such guaranty committed upon by the Veterans GUARANTY: Should the Veterans Administration fail or refuse to issue its guaranty in full amount within 60 days

and agrees to the following:

Notwithstanding anything to the contrary set forth in the instrument, Mortgagee and Mortgagor hereby acknowledges

(Property Address)

5554 PEARL OAK FOREST, IL 60452

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

its successors and assigns

DRAPER AND KRAMER, INCORPORATED

Note ("Note") of the same date to

Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure

THIS ASSUMPTION POLICY RIDER is made this 12TH day of OCTOBER, 19 89

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

VA ASSUMPTION POLICY RIDER