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V.A. Form 2a - 6310 (Home Loan)
Rev. August 1947. Use Optional.
Section 1310, Title 38, U.S.C.
Acceptable to
Federal National Mortgage Association
Amended February, 1988

89060140

ILLINOIS

MORTGAGE

I.O.M.C. # 320304-2

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 31st day of January 19 89 , between
BRUCE A. CHROL, DIVORCED NOT SINCE REMARRIED

, Mortgagor, and

INDEPENDENCE ONE MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE OF MICHIGAN ,
Mortgagor.

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-two thousand and 100/100-----

Dollars (\$ 82,000.00) payable with interest at the rate of ten and one half
per centum (10.50%) per annum on the unpaid balance until paid,
and made payable to the order of the Mortgagee at its office in 300 CLARKDALE OFFICE PARK
300 CLARKDALE, IL 60034

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 Seven hundred Fifty and
09/100-----

Dollars (\$ 750.09) beginning on the first day of MARCH , 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
February , 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:

TAX ID # 07-35-311-046-0000

DEPT-01 \$17.25
144144 TRAN 03/02/03/89 10:14:06
#3165 # D K--89-060140
COOK COUNTY RECORDER

\$17.00 MAIL

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;

SHOULD THE VETERAN'S ADMINISTRATION FOR ANY REASON FAIL, OR REFUSE TO ISSUE THE LOAN GUARANTY CERTIFICATION IN ACCORDANCE WITH THE PROVISION OF THE SERVICE MEMBER'S RE-ADJUSTMENT ACT OF 1944, AS AMENDED, AND THE CERTIFICATE OF COMMITMENT ISSUED BY THE VETERAN'S ADMINISTRATION TO GUARANTEE THE LOAN SECURED BY THIS MORTGAGE WITHIN 60 DAYS OF THE DATE THEREOF, THE MORTGAGEE MAY AT IT'S OPTION DECLARE ALL SUMS SECURED BY THIS MORTGAGE 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 THE EVENT that the whole of said debt is decertified to be due, the Attorney-~~and~~^{or} 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 decree, either before or after sale, and without notice to the said Attorney-~~and~~^{or} or any party claim-
ing under said Attorney-~~and~~^{or}, and without regard to the solvency of his client, to the time of such applicability for a
recorder, of the person of persons liable for the payment of the indebtedness secured hereby, and without regard to
the value of said promises or whether the same shall then be occupied by the owner of the equity of redemption,
as a mortgagor, uppon a reciter for the benefit of the Attorney-~~and~~^{or}, with power to collect the same, issues, and profits
of this said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, issues,
full summa~~re~~^{re} paid off of redemption, costs, taxes, insurance, 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 and in the note secured hereby, terminating unpaid installments thereafter which accrued interest thereon, shall, at the election of the Lender, without notice, become immediately due and payable.

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 Mortgagage. At Mortgagor will pay a "late charge", not exceeding four per centum (4%) of any installment when option, Mortgagor will pay a "late charge", not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in holding defunct payment, but such "late charge", shall not be payable out of 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 accrued hereby.

(6) 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 hereby, affording a full repayment of the note in one year: taxes, assessments, life, and other hazard insurance premiums; ground rents, if any, and other 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 JANUARY 31st 1989, 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:

566 WHITE SANDS BAY, ROSELLE, ILLINOIS 60172

(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 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 thereby 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.


BRUCE A. CHRON

(Seal)
Mortgagor

(Seal)
Mortgagor


(Seal)
Mortgagor

(Seal)
Mortgagor

53066140
Property & County Office

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FHA/VA CONDOMINIUM/PUD RIDER

TOMC 320304-2

This FHA/VA Condominium/PUD Rider is made this 31st day of JANUARY 1989 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Independence One Mortgage Corporation (herein "Lender") and covering the Property described in the security instrument and located at 566 WHITE SANDS BAY, ROSELLE, ILLINOIS 60172.

(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a Condominium/Planned Unit Development ("PUD") Project known as THE TRAILS.

(herein "Project")

Condominium/PUD Covenants. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

- A. Assessments.** Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Project. Any lien on the property resulting from Borrower's failure to pay assessments when due shall be subordinate to the lien of the security instrument.
- B. Hazard Insurance.** So long as the Owners Association maintains a "master" or "blanket" policy on the Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:
 - (i) Lender waives the provision in the security instrument for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property.
 - (ii) Borrower's obligation under the security instrument to maintain hazard insurance coverage on the Property is deemed satisfied, and
 - (iii) the provisions in the security instrument regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the security instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

- C. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:
 - (i) the abandonment or termination of the Project, except for abandonment or termination provided by-law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
 - (ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Project; or
 - (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

- D. Remedies.** If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due assessments, said breach shall constitute a default under the applicable provisions of the National Housing Act and under the security instrument. Upon such default by Borrower and with consent of the Federal Housing Commissioner, Lender may, at Lender's option invoke any remedies provided under the security instrument, including, but not limited to, declaring the whole of the indebtedness secured hereby to be due and payable.

- E. Resolution of Inconsistency.** If this security instrument and Note is to be insured under the National Housing Act, the applicable section(s) and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this security instrument and Note which are inconsistent with such sections(s) of the National Housing Act or Regulations are hereby amended to conform thereto.

In Witness Whereof, Borrower has executed this FHA/VA Condominium/PUD Rider.


Borrower BRUCE A. CHIRON

Borrower

Borrower

Borrower

CHIRON, BRUCE A.

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3. LEGAL DESCRIPTION:

PARCEL 1:

LOT 3 IN BLOCK 18 IN THE TRAILS UNIT 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SUBDIVISION RECORDED APRIL 18, 1972 AS DOCUMENT NO. 21870672 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

RIGHTS AND EASEMENTS FOR INGRESS AND EGRESS APPURtenant TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 21992274 AND AS CREATED BY THE GRANT OF EASEMENT RECORDED AS DOCUMENT NO. 22223915, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 07-35-311-046-0000

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