

UNOFFICIAL COPY

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VA HOME LOAN - ILLINOIS
MORTGAGE

62203743
660738

"THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT."

THIS INDENTURE, made this 3rd day of April, 1990, between

DALE KIMBALL, DIVORCED AND NOT SINCE REMARRIED

Mortgagor, and
MARGARETTEN & COMPANY, INC.

\$18.00

a corporation organized and existing under the laws of The State of New Jersey and authorized to do business in the state 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

One Hundred Four Thousand, Seven Hundred Eighty and 00/100 Dollars (\$ 104,780.00) payable with interest at the rate of

Nine AND One-Half Per Centum per centum (9 AND 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at

One Ronson Road, Iselin, NJ 08830

or at such 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

Eight Hundred Eighty-One and 20/100 Dollars (\$ 881.20) beginning on the first day of June, 1990, 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, 2020

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 and the State of Illinois, to wit:

COOK

SEE ATTACHED LEGAL DESCRIPTION

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 Veterans Administration for any reason fail or refuse to issue the guarantee (in the maximum amount permitted) of the loan secured by this Mortgage under the provisions of the "Servicemen's Readjustment Act of 1944" 38 U.S.C. 1801, et seq., as amended, within sixty days of the date hereof, the Mortgagee herein may at its option declare all sums secured by this Mortgage immediately due and payable. The Mortgagors covenant and agree that so long as this Mortgage and the said note secured hereby are insured under the provisions of the Servicemen's Readjustment Act of 1944, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed, upon any violation of this undertaking, the Mortgagee may at its option declare the unpaid balance of the debt secured hereby due and payable.

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County Clerk's Office

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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 purpose 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 Mortgagee 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 mechanic men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said notes are 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 situated, upon the Mortgagee 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 types 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 Mortgagee 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 monies 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 Mortgagee.

Upon the request of the Mortgagee the Mortgagee shall execute and deliver a supplemental note or notes for the sum of taxes or assessments agreed to by the Mortgagee for the alteration, modification, improvement, maintenance, or repair of said premises, for taxes or assessments agreed to by the Mortgagee for the same, and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parly with and as if, 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, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof, or the improvements situated thereon, so long as the Mortgagee shall, in good faith, consent the same of the validity thereof, or the improvements situated thereon, so long as the Mortgagee shall, in good faith, shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof to satisfy the collection of the tax, assessment, or lien so consented and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

After the said Mortgagee further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without penalty 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 basis, 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 this Mortgage 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 unpaid principal, if any, part due, plus the premium 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 Mortgagee 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 rent, premium, tax, and assessment will become delinquent, such sums to be paid by Mortgagee in trust to pay said ground rent, premium, tax, and assessment, and the Mortgagee will become delinquent, such sums to be paid by Mortgagee in trust to pay said ground rent, premium, tax, and assessment pursuant to subparagraph (a) and those set forth 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:

- Interest on the note secured hereby, and other interest, taxes, and other charges thereon;
- Amortization of the principal of the said note.

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 Mortgagee's option, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when received by Mortgagee more than fifteen (15) days after the due date thereof to cover the extra charges involved in handling delinquent payments, 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 secured hereby.

If the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagee for such items or, at the Mortgagee's option as Trustee, shall be retained to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee shall pay for the Mortgagee 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 the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any 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 Mortgagee under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

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 Mortgagor shall be entitled to collect and retain all said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee 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 hazard 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 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 clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgageor 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 sum 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 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 Mortgagee 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 proceedings, 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.

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', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the monies 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 be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall at all times, comply 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 therefor by Mortgagee, execute a release or satisfaction of this Mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

ASSUMPTION: 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.

- (a) **Funding Fee.** "A fee equal to one-half of one 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 Secretary 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)."
- (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 Veterans Administration for a loan to which Section 1817a of Chapter 37, Title 38, United States Code applies."
- (c) **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."

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UNOFFICIAL COPY

STATE OF ILLINOIS

MORTGAGE

TO

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois

at the day of

A.D. 19 at o'clock m.

and duly recorded in book

of page

Clerk

ILLINOIS VA MORTGAGE
MAR-1203 Page 4 of 4 (Rev. 6/89)
MORTGAGE MAR-1203 (2/86)

HOMEROOD IL 60430

Prepared by: MARGARETTEN & COMPANY INC
BOX 333-GG
950 W 175TH ST
MAY 10 1990

My commission expires:

OFFICIAL SEAL
CYNTHIA MCNALLY
Notary Public, State of Illinois
My Commission Expires 9/11/91

Signature: Cynthia McNally
day of April, 1990

personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

DALE KIMBALL, DIVORCED AND NOT SINCE REMARRIED
do hereby certify that

a Notary Public in and for the county and state

COUNTY OF COOK
STATE OF ILLINOIS

1990 APR 9 11-11-39
90-158644

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Signature: Dale Kimball
DALE KIMBALL-Borrower

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

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits 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 use of any gender shall include all genders, 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 the time of payment of the indebtedness or any part thereof hereby secured; and no execution of the time of payment of the debt hereby secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of

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PARCEL 1:
THE EAST 100.00 FEET (EXCEPT THE EAST 50.00 FEET THEREOF) OF LOT 26 IN
THE EAST 100 FEET (EXCEPT THE EAST 50 FEET THEREOF) OF THE SOUTH 1/2 OF
ARTHUR T. MCINTOSH AND COMPANY'S FOREST RIDGE FARMS, BEING A
SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 1/4 OF THAT PART OF
THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 LYING NORTHERLY OF THE
NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO ROCK ISLAND AND
PACIFIC RAILROAD COMPANY, ALL IN SECTION 16, TOWNSHIP 36 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:
THE EAST 100 FEET (EXCEPT THE EAST 50 FEET THEREOF) OF THE SOUTH 1/2 OF
LOT 27 IN ARTHUR T. MCINTOSH AND COMPANY'S FOREST RIDGE FARMS, BEING A
SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 ALSO OF THAT PART OF
THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 LYING NORTHERLY OF THE
NORTHWESTERLY LINE OF RIGHT OF WAY OF CHICAGO, ROCK ISLAND RAILROAD, IN
SECTION 16, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT TAX NO. 28-16-410-033-0000
4930 W 158TH ST, OAK FOREST, IL 60452

Property Clerk's Office

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Property of Cook County Clerk's Office