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

91419750

ILLINOIS

LOAN NO. 7372141
CASE NO. LH 610 635

91419750

9/30446 Cook
63

MORTGAGE

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

DEPT-01 RECORDING $17.29
T#5555 TRAN 6373 08/16/91 11:15:00
#0848 # E *-91-419750
COOK COUNTY RECORDER

THIS INDENTURE, made this 13th day of August, 1991
HERBERT J. WRIGHT and ELAINE WRIGHT

, Mortgagor, and

AMERICAN STATES MORTGAGE, INC.,
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 Sixty Eight Thousand Two Hundred Fifty and no/100 Dollars ($ 68,250.00) payable with interest at the rate of Nine and One / Half per centum (9.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in HOMEWOOD, 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 Five Hundred Seventy Three and 89/100 Dollars ($ 573.89) beginning on the first day of October, 1991, 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 September, 2021.

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 2 IN TOWN AND COUNTRY HOMES SECOND ADDITION TO IVANHOE BEING A SUBDIVISION OF LOT 4 IN VERHOEVENS SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax I.D. #:29-09-215-002
Also known as:14609S. STATE STREET,DOLTON,IL 60419

THE RIDER TO STATE OF ILLINOIS VA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

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;

The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for guarantee under Chapter 37, Title 38 U.S.C. (38 CFR 36.4303) within sixty (60) days from the date hereof, written or verbal statements of any officer of the Veterans Administration or authorized agent of the Administrator of Veterans Affairs dated within said sixty (60) days time period, 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.

) MAIL

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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LOAN #: 7372141
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Veterans Affairs Rider
To The Deed of Trust/Mortgage

This Rider is made this 14th day of August, 1991 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor")

HERBERT J. WRIGHT AND ELAINE WRIGHT

and covering the property described in the Instrument and located at (Property Address):

14609S. STATE STREET,DOLTON,IL 60419

"the title 'Secretary of Veterans Affairs' shall be substituted for that of 'Administrator of Veterans Affairs' and the designation 'Department of Veterans Affairs' shall be substituted for that of 'Veterans Administration' each time either appears in the Deed of Trust/Mortgage pursuant to the provisions of Section 2, Pub. L. No. 100-527, the Department of Veterans Affairs Act."

IN WITNESS WHEREOF, the Mortgagor has executed this Rider.

Herbert J. Wright — MORTGAGOR HERBERT J. WRIGHT

Elaine Wright — MORTGAGOR ELAINE WRIGHT

MORTGAGOR

MORTGAGOR

AUGUST 14, 1991
DATE

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LOAN #: 7372141
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VA MORTGAGE ACCELERATION CLAUSE

All VA Mortgages - Effective 03/01/88

"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 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)."

"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."

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."

Herbert J. Wright
MORTGAGOR HERBERT J. WRIGHT

Elaine Wright
MORTGAGOR ELAINE WRIGHT

MORTGAGOR

MORTGAGOR

AUGUST 14, 1991
DATE

State of Illinois
SS
County of Cook

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that HERBERT J. WRIGHT AND ELAINE WRIGHT

personally known to me to be the same persons 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.

Given under my hand and official seal, this 14th day of August, 1991

"OFFICIAL SEAL"
NANCY A. JARACZEWSKI
Notary Public, State of Illinois
My Commission Expires 6/18/95

Nancy A. Jaraczewski
Notary Public

6/18/95
Commission Expires

This instrument was prepared by Midwest Funding Corporation, 1020 31st Street, Suite 401, Downers Grove, Illinois 60515.

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

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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 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 Mortgagor.

If Mortgagor 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 Mortgagor, 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.

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 extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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

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

_________________ [SEAL] x Herbert J. Wright [SEAL]
HERBERT J. WRIGHT

_________________ [SEAL] Elaine Wright [SEAL]
ELAINE WRIGHT

STATE OF ILLINOIS
COUNTY OF Cook ss:

"OFFICIAL SEAL"
NANCY A. JARACZEWSKI
Notary Public, State of Illinois
My Commission Expires 6/18/95

I, the undersigned, a notary public, in and for the county and State aforesaid, Do Hereby Certify That HERBERT J. WRIGHT AND ELAINE WRIGHT

personally known to me to be the same person whose name s 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.

This instrument was prepared by:
NAGDA MURRAY
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 401
DOWNERS GROVE, ILLINOIS 60515

GIVEN under my hand and Notarial Seal this 13th day of August, 1991

Nancy A. Jaraczewski
Notary Public.

91419750

STATE OF ILLINOIS

Mortgage

HERBERT J. WRIGHT
ELAINE WRIGHT

TO

AMERICAN STATES MORTGAGE, INC.
915 W. 175TH STREET
HOMEWOOD, IL 60430

MAIL TO

Doc. No.

Filed for Record in the Recorder's Office of County, Illinois, on the day of , A. D. 19 , at o'clock . m., and duly recorded in Book of , page

Clerk.