

UNOFFICIAL COPY

VA FORM 16-111-1
MORTGAGE
FEDERAL HOME LOAN BANK
U.S. DEPARTMENT OF VETERANS AFFAIRS
EXPIRES 12-31-82

916111-00

ILLINOIS

MORTGAGE

288961-7

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.
The attached RIDER is made a part of this instrument.

THIS INDENTURE made this 15TH day of NOVEMBER 19 91, between

LESTER JOHNSON, DIVORCED NOT SINCE REMARRIED

DEBTOR, whose address is 10437 South Wallace, Chicago, Illinois 60628, and whose Social Security number is 91-6112220, being of the age of 55 years, and whose address is 4242 North Harlem, Norridge, Illinois 60634, and whose Social Security number is 91-6112220, being of the age of 55 years,

\$15,500

10437 SOUTH WALLACE, CHICAGO, ILLINOIS 60628

, Mortgagor, and

THE TALMAY HOME FEDERAL SAVINGS
AND LOAN ASSOCIATION OF ILLINOIS

4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634

a corporation organized and existing under the laws of UNITED STATES OF AMERICA
Mortgagor

WITNESSETH That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagor, and bearing even date herewith, in the principal sum of

SIXTY SIX THOUSAND SEVEN HUNDRED AND NO/100

Dollars (\$ 66,700.00) payable with interest at the rate of EIGHT AND ONE HALF

per centum (8.500 %) per annum on the unpaid balance until paid,

and made payable to the order of the Mortgagor at its office in

4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634

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 TWELVE AND 87/100

Dollars (\$ 512.87) beginning on the first day of JANUARY 19 92, 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 DECEMBER, 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 Mortgagor, 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:

PARCEL 1: LOT 12 (EXCEPT THE SOUTH 5 FEET THEREOF) AND THE SOUTH 11 FEET OF LOT 13 IN BLOCK 20 IN TENNINGA BROTHERS COMPANY'S FIFTH BELIEVE ADDITION TO ROSELAND BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: THE SOUTH 11 FEET OF THE NORTH 66 FEET OF THE WEST 128 FEET (EXCEPT THE WEST 33 FEET THEREOF), OF LOT 14 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-16-111-062
25-16-111-008

COMMONLY KNOWN AS : 10437 SOUTH WALLACE
CHICAGO, ILLINOIS 60628

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:

16-28

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STATE OF ILLINOIS

Mortgage



ATTN : JEAN GORSKI
CHICAGO, IL 60629

CHICAGO, ILLINOIS 60629

THE TALMAN HOME FEDERAL SAVINGS
AND LOAN ASSOCIATION OF ILLINOIS

5501 SOUTH KEDZIE AVENUE

CHICAGO, IL 60629

RECORD AND RETURN TO:

JEAN GORSKI

This instrument was prepared by

Ms. Commission Exapresi

This instrument set forth, including the release and waiver of the right of homestead,
hereinafter signed, sealed, and delivered the said instrument as of this day and voluntary act for the uses and
purposes herein subscribed to the foregoing instrument appereared before me this day in person and acknowledged
that _____, whose name is _____, a married person, known to me to be the same person whose
name is _____, subscribed to the foregoing instrument appereared before me this day in person and acknowledged
that _____, a married person, known to me to be the same person whose name is _____, a married person,
hereby, whereby, REQUIRES REMARIED _____, and hereby and State aforesaid, Do Herby
certify that LESTER JOHNSON, DIVORCED NOT STCCE REMARIED _____
and _____, now or heretofore public, in and for the County and State aforesaid, Do Herby

COUNTY OF COUNTY OF ILLINOIS

STATE OF ILLINOIS

LESTER JOHNSON

[SEAL]

[SEAL]

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

THE COUNTRY BANK AND TRUST COMPANY OF CHICAGO, ILLINOIS
herein called the Mortgagor, the parties hereto, and the term "Mortgagee" shall include any party or parties hereof
heirs, executors, administrators, successors, and assigns of the parties hereto. Whoever used, the singular number shall
include the plural; the plural the singular, and the term "Mortgage" shall include any page or part of the instrument hereof
herein called the Mortgagor, the parties hereto, and the term "Mortgagee" shall include any page or part of the instrument hereof,

The term of Mortgage herein referred to shall remain in force and effect until paid in full and termination of the
obligation hereunder, provided however, that no payment or part thereof may be made during the term of
the Mortgage or before the due date hereof, except in case of acceleration or other provision contained in
the instrument or agreement, or otherwise required by law or regulation.

The term of this instrument shall remain in full force and effect during any extension of the time of payment of the debt
hereof, secured given by the Mortgagor to any successor in interest of the Mortgagor shall operate to release, in any manner,
any provision of this instrument executed in connection with such extension, to the extent that it conflicts with
any provision of this instrument executed in connection with the original instrument.

If the instrument herein referred to be accelerated or otherwise terminated, the instrument shall be construed to have been
executed at the time of acceleration or otherwise terminated, except in case of acceleration or otherwise required by
law, or in case of reorganization, merger, consolidation, or sale of all or substantially all of the assets of the Mortgagor,
or of all or substantially all of the assets of the Mortgagor, except in case of reorganization or otherwise required by
law, or in case of reorganization, merger, consolidation, or sale of all or substantially all of the assets of the Mortgagor,
whether or not such reorganization, merger, consolidation, or sale is with or without a change in control of the
Mortgagor, provided always that the benefits of all rights under this instrument shall be null and void and the instrument
shall terminate at the time of such reorganization, merger, consolidation, or sale, unless otherwise provided in
such instrument.

THE MORTGAGOR SHALL PAY AND HOLD IN THE MANAGER AFORESAID AND SHALL ABIDE BY, COMPLY WITH AND DULY
ACCOMPLISH ALL THE REQUIREMENTS OF THIS INSTRUMENT, AND AGREEMENTS, TERMS AND CONDITIONS OF THE
LENDER, WHICH ARE HEREBY MADE PART OF THIS INSTRUMENT, AS IF THEY WERE SET FORTH IN FULL IN
THIS INSTRUMENT, AND THE MORTGAGOR AGREES TO OBSERVE AND FOLLOW THE SAME AS FULLY AS IF THEY WERE
SET FORTH IN FULL IN THIS INSTRUMENT.

THE MORTGAGE SHALL BE A LIEN ON THE PROPERTY UPON WHICH THE SAME IS LOCATED, AND THE MORTGAGEE
SHALL HAVE ADDITIONAL LIENS AND CHARGES UPON THE SAME AS ARE ALLOWED IN ANY DECRETE FOR RECORDING THIS MORTGAGE.

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Original

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said Mortgagor, 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 or encumbrance, other than material money, to attach to said premises, to pay to the Mortgagor, 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 encumbrance 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 be added to such 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, or taxes, or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a par 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 theretofore 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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VA ASSUMPTION POLICY RIDER

288961-7

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

THIS ASSUMPTION POLICY RIDER is made this 15TH day of NOVEMBER, 1991, 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

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

its successors and assigns ("Mortgagee") and covering the property described in the Instrument and located at

10437 SOUTH WALLACE, CHICAGO, ILLINOIS 60628

(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 Department of Veterans Affairs 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 Department of Veterans Affairs under the provisions of Title 36 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 may be declared 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 Department of Veterans Affairs or its authorized agent pursuant to Section 1814 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 Department 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 Department of Veterans Affairs for a loan to which Section 1814 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(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 Department of Veterans Affairs 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.

Lester Johnson
LESTER JOHNSON

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

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