

UNOFFICIAL COPY

STATE OF ILLINOIS

Mortgage

TO

Doc. No

Filed for Record in the Recorder's Office of

County, Illinois.

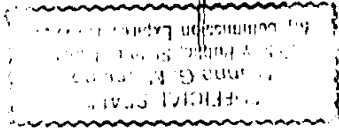
on the day of

A. D. 19 at o'clock m.

and duly recorded in Book

of page

Chas.



Gives under my hand and Notarial Seal this

17th day of April 1901

name S ARE 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.

I, THE UNDERSIGNED, a notary public, in and for the county and State aforesaid, Do Hereby Certify that DARNELL HAMILTON AND DEBRA M. HAMILTON, HIS WIFE, personally known to me to be the same person whose name S ARE 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.

DEBRA M. HAMILTON [SEAL]
DARNELL HAMILTON [SEAL]

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 use of any gender shall include all genders, and the term "Mortgage" shall include any page of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

IN THIS DOCUMENT PURSUANT TO THE PROVISIONS OF SECTION 2, P.U.B. L. NO. 109-23 THAT THE TITLE "SECRETARY OF VETERANS AFFAIRS" SHALL BE SUBSTITUTED FOR THAT OF "ADMINISTRATOR OF VETERANS AFFAIRS" EACH TIME THAT IT APPEARS...



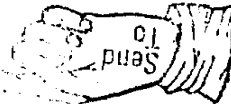
91236275

9167116

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VA FORM 26-6310 (Home Loan)  
Rev. October 1974 Use Optional  
Section 100, Title 38, U.S.C.  
Acceptable to  
Federal National Mortgage Association

RETURN TO  
UNITED SAVINGS ASSN OF THE SOUTHWEST  
FSB DBA COMMONWEALTH-UNITED MTG  
1301 N. BASSWOOD, 4TH FLOOR  
SCHAUMBURG, ILLINOIS 60173



ILLINOIS

MORTGAGE

THIS INDENTURE, made this 17TH day of APRIL 1991, between  
DARNELL HAMILTON AND DEDRA M. HAMILTON, HIS WIFE

91239288

91179155

PLEASE INITIAL  
DK DM

UNITED SAVINGS ASSN OF THE SOUTHWEST FSB

DEPT-01 RECORDING Mortgagor. and \$16.29  
T#1111 TRAN 2746 04/18/91 12:05:00  
#7386 : A \* - 91 - 179155  
COOK COUNTY RECORDER

organized and existing under the laws of UNITED STATES

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 EIGHT THOUSAND SIX HUNDRED THIRTY ONE AND 00/100 Dollars (\$ \*\*\*88,631.00 ) payable with interest at the rate of NINE AND 00000/100000 per centum ( 9.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in HOUSTON, TEXAS 77027 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 THIRTEEN AND 15/100

Dollars (\$ \*\*\*\*\*713.15 ) beginning on the first day of JUNE 19 91, 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, 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 Mortgage, 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:

THAT PART OF THE SOUTH 41.54 FEET OF THE NORTH 216.15 FEET OF BLOCK 22 (MEASURED ON THE EAST LINE) IN H. GALE SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 31, AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE MIDWAY BETWEEN THE EAST LINE AND THE WEST LINE OF SAID BLOCK 22 IN COOK COUNTY, ILLINOIS.

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PROPERTY ADDRESS: 1841 NORTH MOBILE AVENUE, CHICAGO, ILLINOIS 60639

PLEASE INITIAL  
DK DM

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

TAX I.D.# 13-32-303-027

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 29

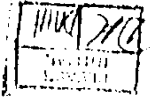
Handwritten signature/initials

VMIL  
00535723

This instrument is being a rerecorded to add the initials on the rider.

39931  
First American Home Order #

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Should the Mortgagee be required to pay any taxes, assessments, or other charges, the Mortgagee shall be allowed to deduct the amount of such taxes, assessments, or other charges from the amount of any payments made by the Mortgagor under this Mortgage. The Mortgagee shall be allowed to deduct the amount of such taxes, assessments, or other charges from the amount of any payments made by the Mortgagor under this Mortgage. The Mortgagee shall be allowed to deduct the amount of such taxes, assessments, or other charges from the amount of any payments made by the Mortgagor under this Mortgage.

In the event of a foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable amount shall be allowed for the solicitor's fees of the complainant and for the Mortgagee's fees of the complainant in such proceeding, and also for all out-of-pocket expenses of the complainant and for the Mortgagee's fees of the complainant in such proceeding, and also for all out-of-pocket expenses of the complainant and for the Mortgagee's fees of the complainant in such proceeding.

In the event of a foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable amount shall be allowed for the solicitor's fees of the complainant and for the Mortgagee's fees of the complainant in such proceeding, and also for all out-of-pocket expenses of the complainant and for the Mortgagee's fees of the complainant in such proceeding.

In the event of a foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable amount shall be allowed for the solicitor's fees of the complainant and for the Mortgagee's fees of the complainant in such proceeding, and also for all out-of-pocket expenses of the complainant and for the Mortgagee's fees of the complainant in such proceeding.

Mortgagee shall 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 the same from the proceeds of any sale or other disposition of the property. The Mortgagee shall be authorized and directed to make payment for such loss directly to the Mortgagee and the Mortgagee shall be authorized and directed to make payment for such loss directly to the Mortgagee.

AS ADDITION, the Mortgagee shall be authorized and directed to make payment for such loss directly to the Mortgagee and the Mortgagee shall be authorized and directed to make payment for such loss directly to the Mortgagee.

If the total of the payments made by the Mortgagor 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 Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee shall be authorized and directed to make up the deficiency 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 Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the 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 secured and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITION, the Mortgagee shall be authorized and directed to make payment for such loss directly to the Mortgagee and the Mortgagee shall be authorized and directed to make payment for such loss directly to the Mortgagee.

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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 hereby 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.
- (b) 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:
  - I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
  - II. interest on the note secured hereby; and
  - III. amortization of the principal of the said note.

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THE TITLE "SECRETARY OF VETERANS AFFAIRS" SHALL BE SUBSTITUTED FOR THAT OF "ADMINISTRATOR OF VETERANS AFFAIRS" EACH TIME THAT IT APPEARS IN THIS DOCUMENT PURSUANT TO THE PROVISIONS OF SECTION 2, (PUB. L. NO. 100-527, THE DEPARTMENT OF VETERANS AFFAIRS ACT).



VA ASSUMPTION RIDER  
CMCA, L.P. 78305 (A/08)

DEBRA M. HAMILTON

DARNELL HAMILTON

*Debra M. Hamilton*  
*Darnell Hamilton*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider to the Security Instrument.

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

If an application for approval to allow assumption of this loan, a process 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. 91239288

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 31 U.S.C. 1829(b).

At the loan holder's option, 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. 91179155

The Security Instrument to which this Rider is attached shall be amended by adding thereto the following described paragraphs: (the "Rider") of the same date and covering the Property described in the Security Instrument to which this Rider is attached.

THIS RIDER to the Security Instrument is made this 17th day of APRIL, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to UNITED SAVINGS ASSN OF THE SOUTHWEST, FSB.

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

### VA ASSUMPTION RIDER

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Property of Cook County Clerk's Office

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