DEERFIELD BEACH, FLORIDA 33442

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ILLINOIS

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VA Form 26-6310 (Home Loan)
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Section 1810, This 38/U.S.C. (16)
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MORTGAGE

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 10TH day of JUNE 19 91 , between DONALD W. SUICH AND KAREN M. SUICH , HUSBAND AND WIFE

, Mortgagor, and

MORTGAGE NETWORK SERVICES, INC.

a corporation organized ar lexisting under the laws of THE STATE OF ILLINOIS

, Mortgagoo.

Dollars (\$ 1,479.58) beginning on the first cay of AUGUST 01 ,19 91 , and continuing on the first day of each month thereafter until the note is fully paid, except tor. the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY 01 , 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 the se 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:

THE NORTH 33 FEET OF THE SOUTH 99 FEET OF THE EAST 1/7. OF THAT PART OF BLOCK 65 LYING EAST OF EAST LINE OF ELMWOOD AVENUE AND WEST OF WEST LINE OF RIDGELAND AVENUE (EXCEPT THAT PART OF SAID EAST 1/2 OF BLOCK 65 TAKEN FOR ALLEY) IN SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERTDIAN, (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS. PIN: 16-19-407-054-0000

0117-01 RECORDING \$16.29 147777 TRAN 0972 06/20/91 09:53:00 43340 \$ 4-91-299054 400K COUNTY RECORDER

ALSO KNOWN AND NUMBERED AS:

1618 SOUTH RIDGELAND AVENUE BERWYN, ILLINOIS 60402

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VA ASSUMPTION POLICY RIDER IS ATTACHED HERETO AND MADE A PART HEREOF.

"The Grantor further covenants that should VA fail or refuse to issue its guaranty of the loan secured by this security instrument under the provisions of the Servicemen's Re-adjustment Act of 1944, as amended, in the amount of 60% of the loan amount or \$36,000, whichever is less, within 180 days from the date the loan would normally become eligible for such guaranty, the grantes herein may at its option declare all sums secured by the Security Instrument immediately due and payable."

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;

Page 1 of 4

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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 Homestend Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgager does hereby expressly release and waive.

AND SAID MORTCACOR covonants and agrees:

To keep said premise, 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 'e 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 Morty age, 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 (see sment 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 'ne Mortgager 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 Mo. g. gor 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 so a 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 expensed thall 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 to the Mortgager.

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 one 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 beyon the cultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary of withstanding), that the Mortgages shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax if a upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good with, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall or trate 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 covonants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part the ec, not less than the amount of one installment, or one hundred deliars (\$100.00), whichever is less. Prepayment in full shall be credited or 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 propayment, 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 Mortgagoe 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 Mortgager 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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- (b) The aggregate of the amounts parallo pursuan to subury propin and the order stated:
 - I. ground rents, if any, taxes, assessments, fire, and other hazard insurance promiums;
 - II. interest on the note secured hereby; and
 - III. 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, Mortgager will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than (ifteen (15) days after the due date thereof to cover the extra expense 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 Martgagor 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 Mortgagor shall pay to the Mortgagee as Trustee 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 Mortgagor 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 Mortgage, any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the revisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after a fault, the Mortgagee as Trustee shall apply, at the time of the communement of such proceedings or at the time the property is otherwise. Leavised, the amount then remaining unpaid 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 inyment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor 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 rotain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveys here 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 maintal. hererd insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on sail premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefore 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 Mortgager will give impost ate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager and the Mortgage 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 interest 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 some emaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and the local state of the mortgage.

IN THE EVENT that the whole of said dobt 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 Mortgager, or any party claiming under said Mortgager, 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 indebt dines a 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 remises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rants, 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,

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shall be a further lien and charge upon the said promises under the deriging this mortgage. By the same 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 Department of Veterans Affairs 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 Mortgager.

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 convoyance 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 Mortgager shall operate to release, in any manner, the original liability of the Mortgager.

If the indebtedner 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 transferred thereof whether by operation of law or otherwise.

WITNESS the hand an	d seal of the Mortgage,, th	e day and year first wi	itten.			
Donald W. DONALD W. SUICH	Suid	[SEAL]	Yauk KAREN M. SUI	711 Su	ich	(SEAL)
STATE OF ILLINOIS			18: 7 X			
COUNTY OF COOK I, He under a SUICH AND KAREN M personally known to me to day in person and acknow voluntary act for the uses a	. SUICH be the same person whos wledged that THEY	signed, scaled,	subscribed to 'r	.o foregoing instru 87.0 Instrument	ment appeared bef	
This instrument was prepared MORTGAGE NETWORK 121 FAIRFIELD WAY BLOOMINGDALE, ILL.	SERVICES NIC.T.	TULLO : E OF ILLINOIS :	SIVEN under my h	A	,19	
					Not	ary Public.
STATE OF ILLINOIS	Mortgage	TO	Doc. No. Filed for Record in the		A.D. 19 , at o'clock m., and duly recorded in Book of page	91299054

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AN ASSUMPTION POLICY RIDER

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

THIS ASSUMPTION POLICY RIDER is made this 10TH day of JUNE, or Doed to Secure Debt is incorporated into and shall be deemed to amend and supplement the Mortgago, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date to Mortgago secure the Mortgagor's Mote ("Moteragorial") to secure the Mortgagor's Mote ("Moteragorial") of the same date to Mortgagor's Moteragorial ("Moteragorial") of the same date to Mortgagor's Moteragorial ("Moteragorial") to secure the Mortgagor's Mote ("Moteragorial") of the same date to Mortgagor's Moteragorial ("Moteragorial") to secure the Mortgagor's Mote ("Moteragorial") and the same date to Mortgagor's Moteragorial ("Moteragorial") to secure the Mortgagor's Moteragorial ("Moteragorial") and the same date to Mortgagorial ("Moteragorial") to secure the Mortgagorial ("Moteragorial") and the same date to Mortgagorial ("Moteragorial") to secure the Mortgagorial ("Moteragorial") and the same date to Mortgagorial ("Moteragorial") to secure the Mortgagorial ("Moteragorial") and the same date to Mortgagorial ("Moteragorial") to secure the Mortgagorial ("Moteragorial") and the Mortgagorial ("Moteragorial") to secure the Mortgagorial ("Moteragorial") and the Moteragorial ("Moteragorial") and the Mo

its successors and

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

1618 SOUTH AIDGELAND AVENUE, BERWYN, ILLINOIS 60402

Moreging and third to the contrary sot forth in the Instrument, Moregages and Moregagor hereby acknowledges and strees to the following:

GUARANTY: Should the Departs sont of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this lean would accome eligible for such guaranty committed upon by the Department of Veterans Affairs under the provision of Title 38 of the U.S. Code "Veterans Bonefits", the Mortgagee may declare the indebtedness hereby secured at once the night and into proper section as oy in provided.

TRAMSPER OF THE PROPERTY: This loan may no declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the cochinhility of the assumption of this loan is established pursuant to section 1814 of Chapter 37, Title 38, United States Cod.

An authorized transners" ("noisympathy and said the spread of the greening and agreements as set wold direct to additional agreements as set wold direct to a specific and the s

of transfer of the property shall be payable at the time of transfer to he had proventive at the date of the date of the payable at the character of transfer of the property shall be payable at the transfer of the payer of the indebtedness hereby secured or any transfere herea, shall be immediately due and payable. Of the payer of the indebtedness hereby secured or any transfer hereafter in provided, and payable. This lee is automatically waived if the assumer is exempt under the provisions of \$8.9 \text{ \$0.0.1829} (b).

(b) ASSUMPTION PROCESSING CHARGE: Upon appliention for approval to allow asar aption of this loan, a processing foe may be charged by the loan holder or its authorized agent for determining the cred tworthiness 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 Velerans Affairs for a loan, 3 which section 1814 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY; II this obligation is assumed, then the assumer hereby, gr os to assume all the obligations of the obligations of the voteran under the terms of the instrument of the oxtent of any claim payment artificial from the summan to insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

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