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VA Form 28-0210 (Home Loan) Rev. August 1861, Use Optional, Bettler 1830, Fishe 38, U.S.C. Acceptable to Faderal Heitemal Mortgage Association (Adminded May, 1889)

ILLINOIS

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

JULY, 1992

between

BRYERLY WADE SMITH AND JAME CAROL SMITH, HUSBAND AND WIFE UNITED SAVINGS ASSN OF TEXAS FSB

Mortgagor, and

a egreeration organized and existing under the laws of

UNITED STATES

WITNESSETIE. That whereas the Mortgegor is justly indebted to the Mortgegor, as is evidenced by a sertain promissory note executed and delivered by the Mortgagor, in favor of the Mortgague, and bearing even date herewith, in the principal own of ONE HUNDRED SAVENTY-SEVEN THOUSAND SIXTY-KIGHT AND 00/100

Dollers (8 127,068.00

Mortgages.

I payable with interest at the rate of or contum t 8.50

RIGHT AND ONE-HALF %) per annum on the ungeld belence until peld, and

made payable to the order of the Mortgapies at its office in HOUSTON, TEXAS

or at such other place as the holder may degignate in writing, and delivered or malled to the Mortgagor; the said principal end interest being payable in monthly installments of 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TX 77027 NINE HUNDRED SEVENTY-SEVEN and 05/100

I beginnly us the first day of Dollars is 977.05

SEPTEMBER

. and

continuing on the first day of each month thereafter will the note is fully paid, except that the final psyment of principal and interest, if not cooner paid, shall be due and payable on the first day of AUGUST . 2022

NOW, THEREFORE, the said Mortgagor, for the bette, securing of the payment of said principal sum of money and interest and the purformance of the covenante and agreemed to inceln contained, does by these presents MORTGAGE and WARRANT unto the Mortgages, its successors or assigns, the following described real estate situate, lying and being in the one the State of Illinois, to wit

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND VADE A PART HEREOF.

PROPERTY ADDRESS: 1150 REGENCY COURT, SCHAUMBURG, IL 50193

TAX 1.K. # 07-33-104-151

TOGETHER with all and singular the tenaments, hereditements and appurtanence thereunto belonging, and the rents issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with incurrentees herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, flutures and a part of the realty, and are a portion of the essurity for the indebtedness herein manifolds:

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgages, 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 Mortgegor does PPS 447 hereby exprossly release and waive.

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AND SAID MORTGAGOR sovenents 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 man or material irran to attach to said premises; to pay to the Mortgages, as hersinafter provided, until said nots 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 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 continuence of said indebtedness, insured for the benefit of the Mortgages in such type or types of hazard insurence, and in such amounts, as may be required by the Mortgages.

In sees of the refusel or neglect of the Mortgagor to make such payments, or to settinfy any prior lien or insumbranes other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgages may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgages as easy reasonably be deemed necessary for the proper preservation thereof, and any maneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall been 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 premius. If not otherwise paid by the Mortgagor.

Upon the requer, of the Mortgager the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgager for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessment a rightest the same and for any other purpose authorized hereunder. Said note or notes shall be secured bareby 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 eraditor 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 eraditor. In no event and the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all (their provisions of this mortgage to the contrary notwithstanding), that the Mortgages shall not be required nor shall it note the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein when part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, context the same of the validity thereof by appropriate legal proceedings brought in a sourt of competent jurisdiction, which shall operate to pre- and the solication of the tax, assessment, or lien so contexted and the sale or forfeiture of the said premises or any part their of the same.

AND the said Mortgagor further envenants and agrees as fullows:

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 (\$100.0%), whichever is less. Prepayment in full shall be gredited on the date received. Partial prepayment, other than on an invisionent due date, need not be gredited until the next following installment due date or thirty days after such prepayment, which we is a seriler.

Together with, and in addition to, the monthly payments of principal and inverse payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagos as Trustee under the term, of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (e) A sum equal to the ground rents, if any, next due, plus the premiume that will rext become due and payable on policies of fire and other hazerd incurance covering the mortgaged property, plus taxes and exessements next due on the mortgaged property (all as estimated by the Mortgages, and of which the Mortgag or 1) notified less all sums already paid therefor divided by the number of months to elapse before one month prior in the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and assessments.
- (b) The aggregate of the amounts payable pursuent to subparagraph is) and those payable on the note assured heraby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - 1. ground rents, if any, taxes, accessments, fire, and other hexard insurance premiums;
 - IL interest on the note secured hereby; and
 - III. emortization 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 Mortgages's option, Mortgager will pay a "tate charge" not exceeding four per sentum (4%) of any installment when paid more than fifteen (18) days efter 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 doors and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the emount of payments actually made by the Mortgagos 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 Mortgagos'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 Mortgagos as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagos stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagos, in accordance with the provisions of the note secured hereby,

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full payment of the entire indebterness represented thereby, the Mortgages as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit betance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgago, resulting in a public cale of the premises covered hereby, or if the Mortgages acquires the property otherwise after default, the Mortgages as Trustee shall apply, of the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph is) as a credit on the interest account and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforeseld the Mortgagor does hereby assign to the stortgagos all the rents, issues, and profits now due or which may hereafter become due for the use of the pramises hereinabove described. The Mortgagor shell be entitled to epilest and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from all, gas or other mineral leases or softwayeness thereof now or hereafter in effects. The leases, assignee or sublesses of such all, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness seeined hereby.

MONTILATION WILL CONTINUOUSLY maintain hazard insurance, of such type or types and emounts as Mortgages may from time to time any experience on the improvements now or hereafter on said premises, and except when payment for all such premises has the control of one been made, he/she will pay promptly when due any premisms therefor. All insurance shall be earled in companie, improved by the Mortgages and the policies and renewals thereof shall be field by the Mortgages and have attached thereto that payable closes in fevor of and in form acceptable to the Mortgages. In the event of loss Mortgager will give immediate notice by mell to the Mortgages, 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 Mortgages insurance proceeds, or any part thereof, may be applied by the fortgages at its option either to the reduction of the indebtedness hereby secured or 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 whall pass to the purchaser or grantee.

By THE EVENT of default in making any nonthly payment provided for herein and in the note sesured hereby, or in ease of a breach of any other governant or agreement featin stipulated, then the whole of said principal sum remaining unpeld together with secrued interest thereon, shall, at via election of the Mortgages, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgages shall have the right immediately to forcelose this mortgage, and upon the filling of any bill to: Not purpose, the court in which such bill is filled may at any time thereafter, either before or after sais, and without no line 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 reselver, of the person of persons timble for the payment of the indebtedness sesured hereby, and without regard to the value of said premises or whatfirs the same shall then be occupied by the owner of the equity of nidemption, as a homestead, appoint a receiver for the benefit of the Mortgages, with power to sollest the rents, issues, and profits of the entire said premises during the pendency of such forceiosure suit and, in case of sale and a deficiency, during the 100 statutory period or redemption, and such cents, issues, and profits when sollected may be applied toward the payment of the indebtedness, south, taxes, insurance, and other items necessary for the protestion and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any sourt of the or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainent and for stenographers' fees of the complainent in such proceeding, and also for all outleys for documentary evidence and the cost of a complete abstract or little for the purpose of such foreslosure; and in case of any other suit, or legal proceeding, wherein the Mortgages wish to made a party thereto by reason of this mortgage, its costs and expenses, and the responsible fees and charges of the attorneys or solicitors of the Mortgages, so made parties, for services in such suit or proceedings, shall be a further lies and thereby and be premises under this mortgage, and all such expenses shall become so much additional indebtedness resured hereby and be allowed in any decree forestosing this mortgage.

THERE SHALL BE INCLUDED in any decree forcelosing this mortgage and he peld out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, edverticing, sale, and sonveyones, including reasonable attorneys', colleitors', and stanographers' fees, outlays for documentary evidence and east of said abstract and examination of title; (2) all the moneys advanced by the Mortgages, 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; (8) all the second 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 precede 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 skilly perform all the sovenants and agreements herein, then this soveyance shall be null and void and Mortgagos will, within thiry slave after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgago, and Mortgagor hereby welves the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagos.

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 Mortgages to any successor in interest of the Mortgages shall operate to release, in any manner, the original liability of the Mortgagos.

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If the indebtedness secured hereby be guaranteed or insured under Title 28, 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 herefo, and any provisions of this or other instruments executed in connection with eald indebtedness which are inconsistent with said Title or Regulations are lieraby amended to conform thereto.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall linure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever uses, the singular number shall include the plural, the plural the singular, and the term "Mortgages" shall include any payes of the indebtedness hereby secured or any transferse thereof whether by operation of law or otherwise.

WITHERS the hand and east of the Mortgagor, the day and year first written.

Burlybols	ISEAL)	<u> Au</u>	Carl		irat;
STATE OF ILLINOIS COUNTY OF COOK I, the undersigne aforesaid, Do Hereby Certify The and JANE CAROL SMITH this/her spouse, personally know instrument appeared before medilivered the said instrument at the release and waiver of the right o	iet BEVERIX WADE S in the phase of a confi- wn to me to be the seme this day in person and as in the ir free and v ght of homestead.	paratin chose name knowledged that pluntary aut for the w	they	eribed to the fores signed, easled, rein set forth, inslu	oing and ding
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VA ASSUMPTION POLICY RIDER

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 16th day of JULY, 1992 , and is incorporated into and shall be deemed to emend and supplement the Mortgage, Deed of Trust, or Deed to Segure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgager") to seems the Mortgager's Note ("Note") of the same date to

UNITED SAVINGS ASSN OF TEXAS PSB

Its successors and assigns

("Mortgages") and sovering the property described in the instrument and inested at

1150 REGENCY COURT, SCHAUMBURG, ILLINOTS 60193

(Property Address

Notwithstanding enything to the contrary set furth in the instrument, Mortgages and Mortgagor heraby additionledges and agrees to the following:

GUARANTY: Should the Department of Veterans Af p'es fall or refuse to leave its guaranty in full amount within 80 days from the date that this loan would normally become aligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Senafits", the Mortgages may declare the indebtedness hereby secured at once due and payable and may forestoes 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 of the Italians in it is sold or transferred, this is an may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferred ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterana Affairs or its authorized agent pursuant to Section 1814 of Chapter 27. Title 38, United States Code.

An authorized transfer ("essumption") of the property shall also be subject to a ditional covenants and agreements as set forth below:

(a) ASSUMPTION FUNDING FEE: A fee equal to one—half of 1 percent LEON) of the uncert principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the nicrtgages 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 beer interest at the rate herein provided, and, at the option of the mortgages of the indebtedness hereby secured or any transferse thereof, that se immediately due and sayable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.C.? 1929 (b).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and then for of this loan, a processing fee may be charged by the mortgages or its authorized agent for determining the credit worthiness 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 1914 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State isw.

to ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to excume 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 WITHERS WHEREOF, MOREGROUPING	\ 1	ption Policy Rider.	Boul	- 1809
BEVIERLY WARD SHITH	Mortgagor	JANE CAROL SHITH		Mortgago
	(Seal) Mortgagor			Mortgago

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