

RECORD AND RETURN TO: A. HENRY BAYLOR, NATIONAL DEPARTMENT OF VETERANS AFFAIRS, ROOM 4443, 1215 WEST WASHINGTON, WASHINGTON, D.C. 20504  
VA Form 20-6310 (Home Loan) 916210224 92839661  
92695663 MORTGAGE  
Federal National Mortgage Association  
Original February 1968

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

THIS INSTRUMENT made this 25TH day of NOVEMBER 19 61 between CLARENCE MANNING, MARRIED TO SHERLEY MANNING  
*CM SM*

NATIONAL MORTGAGE COMPANY **BOX 260**

a corporation organized and existing under the laws of THE STATE OF ILLINOIS

WHEREAS the Mortgagee is duly indebted to the Mortgagee, as is evidenced by a certain promissory note and mortgage delivered by the Mortgagee, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of **EIGHTY AND 00/100 DOLLARS (\$81.00)** payable with interest at the rate of **EIGHT AND 000/1000** per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at the office in **1430 WASHINGTON ROAD, SUITE 909 OAK RIDGE, ILLINOIS 60311** or at such other place as may hereinafter be designated in writing, and delivered or mailed to the Mortgagee, the said principal and interest payable to monthly installments of **THIRTY TWO AND 73/100 DOLLARS (\$32.73)** beginning on the first day of **JANUARY 01 19 62**, and continuing on the first day of each month thereafter until the same is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be payable on the first day of **DECEMBER 01 19 62**

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of said principal sum of money and interest and performance of the covenants and agreements herein or in said note by these presents **MORTGAGE** and **WARRANTY** unto the Mortgagee as assign, the following described real estate to wit: and being to the use of **JOHN** State of Illinois, to wit: **LOT 17 IN BLOCK A IN FLEMING'S SUBDIVISION, BEING A RECONVECTION OF PART OF BLOCKS 6, 8, 11, 12 AND 13 IN ANCHORAGE IN ADJACENT TO CHICAGO IN THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 13, EAST OF THE THIRD MERIDIAN, IN COOK COUNTY, ILLINOIS P.M. 15-24-26-31-6000**

ALSO KNOWN AND SURVIVED AS: **9033 SOUTH WASHINGTON CHICAGO, ILLINOIS 60620**

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

The Government further covenants that should VA fail or refuse to issue its guaranty of the loan covered by this instrument under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the amount of **500** of the amount or **500,000**, whichever is less, within 180 days from the date the loan would normally become eligible for such guaranty, the grantee herein may at its option collect all sums covered by the Security Instrument immediately due and payable.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto in anywise belonging, and the rents, issues, profits and all returns now or hereafter attached to or made in connection with the premises herein described and to all other things following described hereunder, which are, and shall be deemed to be, returns and a part of the rents, and are a part of the security for the fulfillment herein mentioned.

A.T.G.  
BOX 270

Property Clerk's Office  
Recording to reflect chain of title

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*1600*

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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, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Mortgage Act of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

AND SAID MORTGAGOR agrees 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 property interested in by virtue of this instrument, not to suffer any loss of inheritance tax or material tax to attach to said premises, to pay to the Mortgagee, or its assignee 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 Mortgagee or assigns of the mortgagee thereof, (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the term thereof of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurances, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagee 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 amount 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 Mortgagee.

Upon the request of the Mortgagee the Mortgagee shall execute and deliver a promissory note or notes for the sum of money 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 executed hereby as a party with and as fully as if the advance evidenced thereby were included in the note first described above. Said promissory 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 secure any tax, assessment, or fee levied upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagee shall, in good faith, continue the use or the holding thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to preserve the value of the tax, assessment, or fee so levied and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagee further covenants and agrees as follows:

Prepayment is reserved to prepay at any time, without premium or fee, the entire indebtedness of any part thereof not less than the amount of one hundred and ten dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received by the Mortgagee, other than in an installment due date, and 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 covered hereby, the Mortgagee 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 sum:

- (a) A sum equal to the ground rent, if any, now due plus the proceeds that will not become due and payable on interest of five and other hazard insurances covering the mortgaged property, plus taxes and assessments now due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagee 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 rent, premiums, taxes and assessments will become due; such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and assessments.

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Handwritten signatures and initials.

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(10) The aggregate of the monthly payments to be made by the Mortgagor for the principal of the mortgage herein, 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, fees, and other bonded insurance premiums;
- 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, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (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 Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagor as Trustee for ground rents, taxes, and assessments, or insurance premiums, or the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagor'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 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 as Trustee 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 secured hereby, or if the Mortgagee acquire the property otherwise as a result, the Mortgagee as Trustee shall apply, at the time of the consummation 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 as a release to the principal then remaining unpaid under said note.

**AN ADDITIONAL SECURITY** for the payment of the indebtedness shown on the Mortgagee here by assigns to the Mortgagee of the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinafter described. The Mortgagee shall be entitled to collect and retain all of said rents, issues and profits now due and to be received hereafter, including taxes, bonuses and royalties resulting from all gas or other mineral leases or contracts or leases now or hereafter to be made. The bonus, royalties or collections of such oil, gas or mineral lease to be directed to pay any profits, bonuses, rents, revenues or royalties to the extent of the indebtedness secured hereby.

**MORTGAGEE WILL CONTINUOUSLY** maintain bonded insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on the premises, and except when payment for all such premiums has theretofore been made, Mortgagor will pay promptly when due any premium thereon. All insurances shall be effected in companies approved by the Mortgagee and the policies and records thereof shall be held by the Mortgagee and have attached thereto non-payable clauses in favor of and to first acceptable to the Mortgagee. In event of loss Mortgagee will give Mortgagor notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and such insurance company shall be authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee promptly, 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 this or the mortgage property by satisfaction of the indebtedness secured hereby, all right, title and interest of the Mortgagee in and to any part of same herein then to have 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 now remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

**IN THE EVENT** that the whole of said debt 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 Mortgagor, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency of the Mortgagor at the time of such application for a receiver, of the person 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 therein, 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, bonuses, and other items owing by the Mortgagor and preservation of the property.

**IN CASE OF FORECLOSURE** of this mortgage by said Mortgagee in any court of law or equity, a reasonable time shall be allowed for the solicitor's fees of the complainant and for counsellors' 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 thereof by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorney or attorneys of the Mortgagee, or made parties, by service in such suit or proceedings.

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shall be a further lien and charge upon the said premises under the mortgage, and all payments made shall become in such additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCURRED in any decree foreclosing this mortgage and to be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such sale or sales, advertising, sale, and conveyance, including reasonable attorney's, collector's, and escrow-agent's fees, unless for documentary evidence and one of said abstract and reconveyance of this; (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 moneys remaining unpaid; (5) all moneys paid by the Department of Veterans Affairs in payment of the guarantee or insurance of the indebtedness secured hereby. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If Mortgagee shall pay such 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 mortgage shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee 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 release of the time of payment of the debt hereby secured given by the Mortgagee to any person or persons of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued hereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties herein, and any provisions of title 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 BETWEEN THE PARTIES shall bind, and the benefits and advantages shall inure, to the respective heirs, assigns, administrators, executors, and assigns of the parties herein. Whichever word, the singular number shall include the plural, the place the singular, and the term 'Mortgagee' shall include any parts of the indebtedness hereby secured or any transferees thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the Mortgagee, this 2nd day of June 1974.

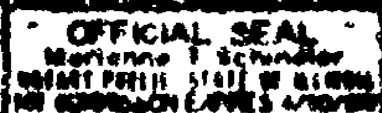
SHOWN BY DRAWING HAS EXERCISED THIS POWER FOR THE SOLE PURPOSE OF PERFECTING THE MAINTENANCE OF HIS RIGHTS.

*[Signature]* (SEAL)      *[Signature]* (SEAL)

**STATE OF ILLINOIS**

**COUNTY OF COOK**

I, *[Signature]*, a notary public, in and for the county and State of Illinois, do hereby certify that *[Signature]* (CLARENCE) personally known to me to be the same person as *[Signature]* subscribed to the foregoing instrument appeared before me this day to execute and acknowledged that *[Signature]* signed, sealed, and delivered the said instrument as *[Signature]* free and voluntary act for the uses and purposes therein expressed, and as the same and deliver of the (2) of aforesaid.



This instrument was prepared by *[Signature]* under my hand and Seal on this 2nd day of June 1974.

1430 WASHINGTON ROAD, SUITE 200      CHICAGO, ILLINOIS 60621

STATE OF ILLINOIS	Mortgage	TO	
			Filed for Record in the Recorder's Office of County, Illinois on the _____ day of _____ A.D. 1974 at _____ and duly recorded in Book _____ of _____

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916 8224 36580

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 30th day of NOVEMBER, 19 91 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Bond of Trust, or Bond to Secure Debt ('Instrument') of the same date herewith, given by the undersigned ('Mortgagor') to secure the Mortgagee's Note ('Note') of the same date to ~~PROPERTY ASSURANCE ASSOCIATION / ASSURANCE CORPORATION~~ PACIFIC MORTGAGE CORPORATION

6533 SOUTH WASHINGTON, CHICAGO, ILLINOIS 60629 (Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledge and agree to the following:

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty to full amount within 60 days from the date that this loan would normally become eligible for such guaranty as established under the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code 'Veterans Benefits', the Mortgagee may declare the indebtedness hereby covered 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: This loan may be declared due and payable upon transfer of the property covering such loan to any transferee, unless the negotiability of the instrument of this loan is established pursuant to section 804 of Chapter 37, Title 38, United States Code.

An authorized transfer ('Assumption') of the property shall also be subject to additional provisions and agreements as set forth below.

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (0.5%) 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 Department of Veterans Affairs. If the borrower fails to pay this fee at the time of transfer, the loan holder reserves the right to add this fee to that already covered by this instrument, shall bear interest at the rate hereinafter provided, and, at the option of the holder of the indebtedness hereby covered or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the borrower is exempt under the provisions of 38 U.S.C. 1002 (c).

(b) ASSUMPTION PROCESSING CHARGE: 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 borrower, and subsequently revising the holder's credit records when an approved transfer is completed. The amount of this charge shall not exceed the amount established by the Department of Veterans Affairs for a loan to which section 1012, Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION PROPERTY LIABILITY: If this obligation is assigned, then the assignee 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 Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

BE FOREWITNESS WHEREOF, Mortgagee(s) has executed this Assumption Policy Rider

Charles Manning (Real Estate Agent) CLARENCE HOFFMAN (Mortgagor)

(Real Estate Agent) (Mortgagee)

A.T.G.F. BOX 370

11/30/91

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DEPT-01 RECEIVING  
10/30/92 10:13:00  
\*92-809622  
COOK COUNTY RECORDER

RECORDS SECTION  
IN A TRUST ACCOUNT  
OF DOCUMENT #

*Coral M. Brown*

RECORDED IN THE  
COOK COUNTY CLERK'S

*92-809622*

*R.C.*

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BOX 260

3/—

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CAROL MOSELEY BRAUN  
RECORDS & RECORDS - RECORDS SECTION OF CLERK'S OFFICE  
COOK COUNTY, ILLINOIS

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OF A

TO

Document No. \_\_\_\_\_

Record Book No. \_\_\_\_\_

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118 NORTH CLARK STREET • DECOUPLER ROOM 00007-1307 • DTB 403-5000

FORM 709