

UNOFFICIAL COPY

THE FIRST MORTGAGE CORPORATION
19831 GOVERNORS HIGHWAY
FLOSSMOOR, ILLINOIS 60422

92524285

DEPT-01 RECORDING \$29.50
T#3333 TRAN 7630 11/04/92 14:13:00
#3379 * - 92 - 820548
COOK COUNTY RECORDER



(Space Above This Line For Recording Data)

VA Form 36-4316 (Home Loan)
Rev. August 1981. Use Optional.
Section 1016, Title 38, U.S.C.
Assurables in Federal National
Mortgage Association
(Amended May, 1989)

92820548 ILLINOIS

92820548

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 9th day of JULY 19 92, between

RODNEY L. MITCHELL AND CYNTHIA MITCHELL, HIS WIFE

92820548

THE FIRST MORTGAGE CORPORATION

Mortgagor, and
DEPT-01 RECORDING \$29.50
T#3333 TRAN 9671 07/16/92 16:25:00
#7039 * - 92 - 524285
COOK COUNTY RECORDER

a corporation organized and existing under the laws of ILLINOIS
Mortgagee.

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 FOUR THOUSAND NINE HUNDRED AND 00/100 Dollars (\$84,900.00) payable with interest at the rate of ~~NINE AND ONE HUNDRED~~ Eight *cm. 7/100* per centum (8.000%) per annum on the unpaid balance until paid, and made

payable to the order of the Mortgagee at its office in 19831 GOVERNORS HIGHWAY FLOSSMOOR, ILLINOIS 60422 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

EIGHT HUNDRED ELEVEN AND 35/100 Dollars (\$811.35) beginning on the first day of SEPTEMBER 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 AUGUST 2007

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 present 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:

LOT 61 IN TIERRA GRANDE UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
TAX I.D. #31-03-405-044

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT SPELLING ON V.A. POLICY RIDER.

4131 W. 185TH STREET COUNTRY CLUB HILLS, IL 60478

2950 m

2950
C.M. 7/100

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(a) A sum equal to the ground rent, 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 called for by the Mortgage), and of which the Mortgagee is notified) less all sums already paid hereunder 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, shall be held by the Mortgagee in trust to pay said ground rent, premiums, taxes and assessments.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured 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 sums:

Privilege is reserved to prepay at any time, without premium of 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.

AND the said Mortgagee further covenants and agrees as follows:

It is expressly provided, however, that the Mortgagee shall not be required to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvement thereon, so long as the Mortgagee 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.

Upon the request of the Mortgagee the Mortgagee shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modification, 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 party with and as fully as if the advance were made by the Mortgagee. The principal and interest on 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 or first described above.

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

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impart to the value thereof or of the security intended to be effected by virtue of this instrument, not to suffer any lien or mechanic's lien or material lien 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 situated, upon the Mortgagee 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 amount, as may be required by the Mortgagee.

AND SAID MORTGAGEE covenants and agrees:

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 Mortgagee does hereby expressly release and waive.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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:

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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 proceedings, 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, whereas the Mortgagee shall be made a party thereto by reason of this mortgage, its cost and expenses, and the reasonable fees and charges of the attorney or solicitor of the Mortgagee, so made, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

IN THIS 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 Mortgagee, or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such application for a receiver, or 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 of redemption, as a mortgagor, 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, insurance, and other items necessary for the protection and preservation of the property.

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 sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

MORTGAGOR WILL, CONTINUOUSLY maintain a 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 premium has theretofore been made, he/she will pay for the same when due any premium therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and receipts therefor 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make any payment for such loss directly to the Mortgagee and insure company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurances, 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 rights, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all 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 until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereto now or hereafter in effect. The lease, assign or release 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.

IF the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rent, taxes, and assessment, or insurance premium, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagee for such items or, at the Mortgagee's option as Trustee, shall be returned to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payment 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, under the provisions of the note secured hereby, full payment of the amount of such indebtedness, credited to the account of the Mortgagee or 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 accrued and unpaid and the balance to the principal then remaining unpaid, and so said note.

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:

1. Ground rent, if any, taxes, assessment, fire, and other hazard insurance premiums;
2. Interest on the note secured hereby; and
3. 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.

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:

1. Ground rent, if any, taxes, assessment, fire, and other hazard insurance premiums;
2. Interest on the note secured hereby; and
3. Amortization of the principal of the said note.

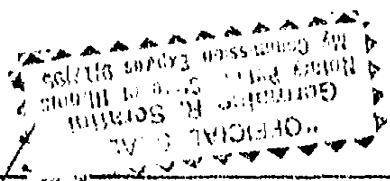
Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this mortgage. At Mortgagee's option, Mortgagee will pay a "late charge" not exceeding four per centum (4%) of any installment when 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.

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Notary Public

PLANS SHERMAN
THE FIRST MORTGAGE CORPORATION
19831 COVERSON HIGHWAY
CHICAGO, ILLINOIS 60622

This instrument was prepared by:
My Commission Expires: _____
forth, including the release and waiver of the right of redemption.

signed, sealed, and delivered the said instrument as the true and voluntary act for the uses and purposes therein set
submitted to the foregoing instrument appeared before me this day a person who acknowledged that they

husband or wife, personally known to me to be the same person whose name
and CYNTHIA MITCHELL
county and State Records, De Henry County That KERRY L. MITCHELL

I, THE UNDERSIGNED
COUNTY OF COOK
STATE OF ILLINOIS

[SEAL] ROSEMARY MITCHELL

[SEAL] CYNTHIA MITCHELL

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

secured or any transferee thereof which is by operation of law or otherwise.
include the principal, the principal's assignee, and the term "Mortgage" shall include any payee of the indebtedness hereby

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

with said Title or Regulations, we hereby amended to conform thereto.
Regulations have been amended and in effect on the date hereof shall govern the rights, duties and liabilities of the parties

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and
Regulations have been amended and in effect on the date hereof shall govern the rights, duties and liabilities of the parties

original liability of the Mortgagor.
secured by the Mortgagor in any successor in interest of the Mortgagor shall operate to release, in any manner, the

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

Mortgage.
waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by

perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will, within thirty
days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly
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 attorney's, notifiers', and scrogners' fees, outlays for documentary evidence and cost of said abstract and
interest on such advances as the rate provided for in the principal 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 surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

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