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VA FORM 26-8310 (Home Loan)
Rev. August 1961. Use Optional.
Section 710, Title 38, U.S.C.
Applicable to
Federal National Mortgage Association

L ILLINOIS
LOAN NO. 7619537
CASE NO. LH 621 127

MORTGAGE

92977631

**THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE VETERANS AFFAIRS
OR ITS AUTHORIZED AGENT.**



A. T. G. F.
BOX 370

THIS INDENTURE, made this 3rd day of November, 1992, between
THOMAS H. SINON and VICTORIA H. SINON, HIS WIFE

Mortgagor, and
ALLIED REALTY FINANCIAL CORPORATION, AN ILLINOIS CORPORATION,
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 One Hundred Eleven Thousand Three Hundred Fifty Dollars and no/100 Dollars (\$ 111,350.00) payable with interest at the rate of Eight per centum (8.0000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in PALOS HILLS, Illinois, 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 Seventeen Dollars and 05/100 Dollars (\$ 817.05) beginning on the first day of January, 1993, 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 December, 2022.

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 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 6 IN HEDENA BROTHERS RESUBDIVISION OF PART OF BLOCK 6, BLOCK 7 AND PART OF BLOCK 8 IN B. F. JACOB'S RESUBDIVISION OF BLOCKS 1 TO 16 AND 21 TO 28 IN B. F. JACOB'S EVERGREEN PARK SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

929776:11 DEPT-01 RECORDING 831.00
42222 TRAN 3205 12/29/92 10:50:00
#8638 * # -92-977631
COOK COUNTY RECORDER

Office

TRA F.O. #124-02-402-024
ALSO KNOWN AS 9120 S. TRUMBULL AVENUE, EVERGREEN PARK, IL 60462
THE RIDER TO STATE OF ILLINOIS VA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED
OF EVEN DATE HEREWITHE IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER
SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER
WERE A PART HEREOF.

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:

The Mortgagor further agrees that should this Mortgage and the Note secured hereby not be eligible for guarantee under Chapter 37, Title 38 U.S.C. (38 CFR 36.4303) within sixty (60) days from the date hereof, written or verbal statements of any officer of the Veterans Administration or authorized agent of the Administrator of Veterans Affairs dated within said sixty (60) days time period, declining to guarantee said Note and this Mortgage being deemed conclusive proof of such ineligibility, the Mortgagor or the holder of the Note, may, at its option, declare all sums secured hereby immediately due and payable.

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(e) A sum equal to the ground rents, if any, next due, plus the premium that will arise because due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due and other hazard insurance covered by the mortgage held primarily (all as estimated by the Mortgagor), plus taxes and assessments due and payable on all sums already paid theretofore divided by the number of months to elapse before any such mortgage is nullified, less such ground rents, premiums, taxes and assessments will become delinquent, such as to be held by Mortgagor in trust to pay said ground rents, 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 Mortgagor will pay to the Mortgagee at maturity of the note the sum of each month until the said note is fully paid, the following sum:

Principle 6 is reserved to prepare at any time, without premium or fee, the entire indebtedness of any part thereof not less than the amount of one instalment, or one hundred dollars (\$100.00), whichever is less. Preparation in full shall be credited on the date received. Partial payment, other than on an instalment due date, need not be credited until the next following instalment due date or thirty days after such payment is made, whichever is earlier.

AND THE SEED MONGAGGIL TURNER GOVERNMENT AND AGREED TO DO SAME:

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, or remove any tax, assessment, or tax lien upon or against the premises described herein or to pay, or remove any tax, assessment, or tax lien or any other taxes, assessments, or charges 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 Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagor shall execute and deliver a supplemental note or notes for the sum of sums advanced by the Mortgagor shall execute and deliver a supplemental note or notes for the taxes or assessments as against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby in parity with all the other indebtedness hereinuded in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal note or notes described above, failing to agree on the whole of the sum or sums so advanced upon the credit or credits and shall be payable in proportionality equal monthly payments for such period as may be agreed upon by the creditor and debtor.

To keep said promises in good repair, and not to do, or permit to be done, upon said promises, anything that may impair the value thereof, or of the security intended to be affected by virtue of this instrument; nor to suffer any lien of mechanics men or master men to attach to said promises; to pay to the Mortgagee, as heretofore 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 or his assigns, or for the benefit of the Mortgagee, or for the benefit of the said Mortgagee, and in such amounts, as may be required by the Mortgagee.

AND SAID MORTGAGOR COVENANTS AND AGREES:

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, until the said Moraggee, his successors and assigns, for ever, for the purposes and uses herein set forth, fees 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 Moraggee does hereby expressly release and waive.

UNOFFICIAL COPY LOAN

~~LOAN~~ NO. 7619537

(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.

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 Mortgagor's option, Mortgagor 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 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 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 Mortgagor 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 payment of the Indebtedness aforesaid the Mortgagor 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 hereinabove described. The Mortgagor 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 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 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, she will pay promptly when due any premiums therefor. 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 Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee 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 insurance policies then in force shall pass to the purchaser or grantees.

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 Mortgagor, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagor 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 Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persona 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 homestead, 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 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, shall be a further lien and

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Clerk

page

of
Recorded in Book , A.D. 19
at o'clock , on the day
County, Illinois, on the day
Filed for Record in the Recorder's Office of

Doc. No.

PA 106 HILLIS, IL 60465
9957 S. SOBEATS ROAD
ALLIED SEALTY FINANCIAL CORPORATION
TO

THOMAS H. SIMON VICTORIA H. SIMON

Mortgagee

STATE OF ILLINOIS

DAUDA MURRAY FOUNDING CORPORATION
1020 31ST STREET, SUITE 601
DOWNEST FOUNDRY DRIVE, ILLINOIS 60513

This instrument was prepared by:
homestead.

me this day in person and acknowledged that : h.v. signed, sealed, and delivered the said instrument as a true and voluntary act for the uses and purposes therein set forth, including the release of the right of me this day known to be the same person whose name is subscriber to the foregoing instrument appeared before personally known to me to be the same person whose name is subscriber to the foregoing instrument appeared before

CERTIFY THAT THOMAS H. SIMON AND VICTORIA H. SIMON, HIS WIFE,
A notary public, is, and for the County and State aforesaid, do hereby

COUNTY OF (oo-k)
STATE OF ILLINOIS

VICTORIA H. SIMON (Seal) (Seal)

VICTORIA H. SIMON (Seal) (Seal)

WITNESS the hand and seal of the Mortgagee, the day and year first written.
THE COVENANTER HERIN CONTAINED shall bind, and the beneficiaries and subscribers shall agree to the respective
incarnations with the Regulation of this date heretofore executed to conform thereto.
herein, and any provisions of this date heretofore executed in connection with said indebtedness which are
hereby secured or may thereafter be hereby amended to conform thereto.
shall include the principal, the principal the singular, and the term "Mortgagee" shall include any payee of the indebtedness
heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number
pertaining to the same Person who is to be the beneficiary of this instrument is intended to apply to the respective
parties, and any provision of this date heretofore executed in connection with said indebtedness which are
herein, and any provision of this date heretofore executed in connection with said indebtedness which are
hereby secured or may thereafter be hereby amended to conform thereto.

The lien of this instrument shall remain in full force and effect during any possession 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 by the Mortgagee to any party shall operate to release, in any
manner, the original holder of the Mortgagee.

Mortgagee hereby waives the benefits of all statutes of laws which require the earlier execution of such
mortgagee after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and
perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within
thirty days after written demand therefor, execute a release or satisfaction of this mortgagee.

All Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly
execute of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the
principal money remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or
abstraction and interest on such advances; (2) all the money advanced for the principal indebtedness hereby secured; (4) all the said
including reasonable attorney's, solicitor's, and advertising fees, ordinary for documents attorney's and costs of said
made; and pursuance of any such decree; (1) All the costs of such suit, advertising, sale, and conveying.

THESE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale
indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

charge upon the said premises under this mortgage, and all such expenses shall become so much additional

LOAN NO. 76199337

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LOAN #: 7619537
CASE #: LH 621 127

Veterans Affairs Rider To The Deed of Trust/Mortgage

This Rider is made this 3rd day of November, 1992 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor")

THOMAS M. SINON AND VICTORIA H. SINON, HIS WIFE

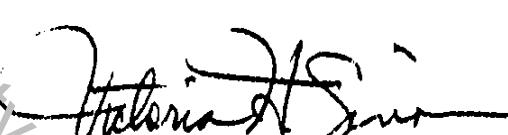
and covering the property described in the Instrument and located at (Property Address):

9120 S. TRUMBULL AVENUE, EVERGREEN PARK, IL 60642

"The title 'Secretary of Veterans Affairs' shall be substituted for that of 'Administrator of Veterans Affairs' and the designation 'Department of Veterans Affairs' shall be substituted for that of 'Veterans Administration' each time either appears in the Deed of Trust/Mortgage pursuant to the provisions of Section 2, Pub. L. No. 100-627, the Department of Veterans Affairs Act."

IN WITNESS WHEREOF, the Mortgagor has executed this Rider.


MORTGAGOR THOMAS M. SINON


MORTGAGOR VICTORIA H. SINON

MORTGAGOR

MORTGAGOR

NOVEMBER 3, 1992

DATE

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RECEIVED
RECORDED IN COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

RECORDED

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LOAN #: 7619557
CASE #: LK 621 127

VA MORTGAGE ACCELERATION CLAUSE

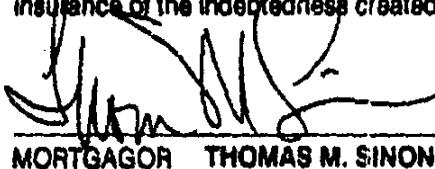
All VA Mortgages - Effective 03/01/88

"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."

"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 38 U.S.C. 1829 (b)."

"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 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."

If this obligation is assumed, then the assumer hereby agrees to assume 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 Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."



MORTGAGOR THOMAS M. SINON



MORTGAGOR VICTORIA H. SINON

MORTGAGOR

MORTGAGOR

NOVEMBER 3, 1992

DATE

State of

SS

County of

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS M. SINON AND VICTORIA H. SINON, HIS WIFE

personally known to me to be the same persons whose names 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.

Given under my hand and official seal, this 3rd day of November, 1992

Notary Public

92977631

Commission Expires

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réalisation de l'ensemble des projets

For more information, contact the Office of the Vice President for Research at (319) 335-1234 or research@uiowa.edu.

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http://www.oxfordjournals.org/our_journals/jid_jid.html

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¹ See also the discussion of the relationship between the two in the section on "Theoretical Approaches" above.