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TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HERDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, AND THE HORSES, LEASURES AND PROPERTY THEREOF; AND ALL FIXTURES NOW OR HEREAFTER ATTACHED TO OR USED IN CONNECTION WITH THE PREMISES TO BE, FIXTURES AND A PART OF THE RALLY, AND ARE A PARTITION OF THE SECURITY FOR THE INDEBTEDNESS HEREIN MENTIONED;

ILLINOIS.

WITNESSETH: THAT WHEREAS (he) MORTGAGOR, FOR THE BETTER SECURING OF THE PAYMENT OF SAID PRINCIPAL SUM OF MONEY AND THE COMMON ELEMENTS IN THE ROY GOURNTRY CLUB VILLAGE CONDOMINIUM AS DELINQUENCIES AND DEFICIENCIES IN THIS DECLARATION RECORDER AS DOCUMENT NUMBER 26410009, AS AMENDED FROM TIME TO TIME, IN SECTION 26, TOWNSHIP 43 MOWING, RANGE 11, EAST OF THE THIRD PRINCIPAL, MURKIDIAN, IN COOK COUNTY ILLINOIS,

AND WARRANT UNTIL THE MORTGAGEE, HIS SUCCESSOR OR ASSIGNEE, THE FOLLOWING DESCRIBED REAL ESTATE Lying, AND INTEREST AND THE PROGRAMME OF THE COVENANTS AND AGREEMENTS HERIN CONTAINED, DOES BY THESE PRESENTS MORTGAGE

UNIT 1-32-109-R-7 TOGETHER WITH ITS UNDIVIDED PRINCIPAL UNIT 1-32-109-R-7 TOGETHER WITH ITS UNDIVIDED PRINCIPAL, AND THE STATE OF ILLINOIS, TO WHI-

MARCIH , 2022 .

DOLLARS (\$ 1,233.72) PAYABLE ON THE FIRST DAY OF APRIL , 19 92 , AND

ONE THOUSAND FIVE HUNDRED THIRTY THREE AND 2/100 DOLLARS, OR AT SUCH OTHER PLACE AS THE HOLDER MAY DESIGNATE IN WRITING, AND DELIVERED OR MAILED TO THE MORTGAGOR, THE SAID PRINCIPAL AND INTEREST PAYABLE IN MONTHLY INSTALMENTS OF

NOVEMBER FIFTEEN, PER CENTUM (8.000 %) PAYABLE WITH INTEREST AT THE RATE OF EIGHT AND ONE HUNDRED FIFTY DOLLARS (\$ 1,233.72) PAYABLE ON THE FIRST DAY OF APRIL , 19 92 , AND

FOR ONE YEAR, PAYABLE AT THE OFFICE IN MINNEAPOLIS, MINNESOTA OR AT SUCH OTHER PLACE AS THE HOLDER MAY DESIGNATE IN WRITING, AND BEARING EVEN DATE HERWITH, IN THE SOLE EXECUTION AND DELIVERY OF THE MORTGAGOR, IN FAVOR OF THE MORTGAGEE, AS A VALIDENCE BY A CERTAIN PROMISE,

WITNESSETH: THAT WHEREAS (he) MORTGAGOR IS USUALLY INDENTED TO THE MORTGAGEE, AS A VALIDENCE BY A CERTAIN PROMISE,

NOVEMBER FIFTEEN, PAYABLE ON THE FIRST DAY OF NOVEMBER SIXTY FIVE AND FIFTY TWO, FOUR HUNDRED FIFTY AND EIGHTY NINE, PRINCIPAL BALM OF

MORTGAGE, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF MINNESOTA

JOHN J. SCIAKICKIANO AND CARMEN SCIAKICKIANO, HUSBAND AND WIFE

THIS INDEBTURE, MADE THIS 28TH day of FEBRUARY , 19 92 ,

BETWEEN

MORTGAGOR,

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

MORTGAGE

ILLINOIS

Form 25-8310 (Home Loan)
Section 1810, Title 38, U.S.C.
Applicable to Federal National
Mortgage Association, TRBA
and Freddie Mac

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TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, 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 Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants 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 men or material men 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 situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor 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 proper 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 Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of 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 remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor 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.

AND the said Mortgagor further covenants and agrees as follows:

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 (\$100.00), 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.

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 as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

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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.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagor, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

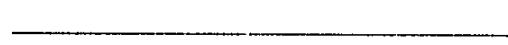
If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagor will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagor.

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

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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

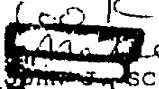
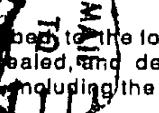
WITNESS the hand and seal of the Mortgagor, the day and year first written.

 [Seal]  [Seal]
JOHN J. SCIACKITANO CARMEN SCIACKITANO
 [Seal]  [Seal]
 [Seal]  [Seal]

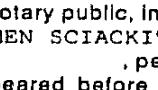
STATE OF ILLINOIS,

ss:

COUNTY OF

I,  

Certify That

JOHN J. SCIACKITANO AND CARMEN SCIACKITANO, HUSBAND AND (WIFE),  personally known to me to be the same person whose name(s) 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, including the release and waiver of the right of homestead.

This instrument was prepared by:

TCF MORTGAGE CORPORATION,
801 MARQUETTE AVENUE, MINNEAPOLIS, MN 55402

GIVEN under my hand and Notarial Seal this 28TH
day of FEBRUARY , 19 92.

"OFFICIAL SEAL"

Gail Maher


Notary Public, State of Illinois
Notary Public, My Commission Expires 10/2/93

STATE OF ILLINOIS

Mortgage

To

Doc. No.

Filed for Record in the Recorder's Office of

County, Illinois,

on the

day of

, A.D. 19

, at

o'clock

m.,

and duly recorded in Book

of

, page

Clerk.

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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 28TH day of FEBRUARY , 19 92 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's Note ("Note") of the same date to

TCF MORTGAGE CORPORATION

("Mortgagee") and covering the property described in the Instrument and located at:
617 EDINBURGH LANE, UNIT # C, PROSPECT HEIGHTS, IL 60070
(Property Address)

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

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by 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 secured 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: If all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Department of Veterans Affairs or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

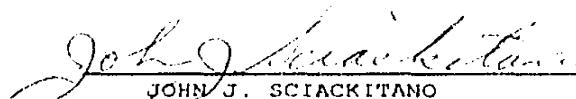
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Secretary 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 mortgagee of the indebtedness is 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).

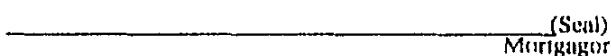
(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

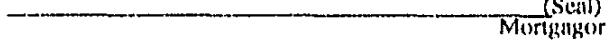
(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the mortgagor hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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


JOHN J. SCIACKITANO (Seal)
Mortgagor


CARMEN SCIACKITANO (Seal)
Mortgagor


(Seal)
Mortgagor


(Seal)
Mortgagor

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