ILLINOIS

VA Forth 26-6310 (Home Loan) Rev August 1981, Use Optional, Section 1610, Tible 38, U.S.C. Acceptable to Acceptable to Tederal National Mortgage Association Amended February 1988

MORTGAGE

93-20393 628 151

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 23RD day of JUNE CEDRICK BURROWS , A BACHELOR

19 93 between

93508603

, Mortgagor, and

ALLIANCE MORTGACE CORPORATION

a corporation organized and existing under the laws of THE STATE 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 'an Mortgagee, and bearing even date herewith, in the principal sum of ONE HUNDRED TWENTY TWO THOUSAND SIX AND 00/100 -----122,006.00) pay Lie with interest at the rate of EIGHT AND 000/1000-----8.00000 %) per annum on the unpaid balance until paid, and made payable to the order of the ----- per centum (4413 ROOSEVILL ROAD, SUITE 101A Mortgagee at its office in HILLSIDE, ILLINOIS 60162 or at such other place as the holder may designate it writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of EIGHT HUNDRED WINETY FIVE AND 24/100-----) beginning on the first day of AUGUST 01 , 19 93 , 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 scener paid, shall be due and 2023 payable on the first day of JULY 01

NOW, THEREFORE, the said Mortgagor, for the better securing if the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by the accresents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and leit, in the county of COOK and the State of Illinois, to wit:

THE EAST 2.75 FEET OF THE NORTH 55 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 5 IN VOLK BROTHERS MONTROSE RIDGE, BEING A SUBDIVISION OF THE MORTHPAST FRACTIONAL 1/4 SOUTH OF THE INDIAN BOUNDARY LINE OF SECTION 18, TOWNSHIP 40 NORTH, RINGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 15, 1925 AS DOCUMENT 87-40417, IN COOK COUNTY, ILLINOIS. PIN: 13-18-405-026

DECT-J1 RECORDING \$29.50 T\$2222 TRAN 3165 07/02/93 08:15:00 +680 \$ -93-508603 - 000 COUNTY RECORDER

ALSO KNOWN AND NUMBERED AS:

6546 WEST MONTROSE

HARWOOD HEIGHTS, ILLINOIS 60634

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

The Grantor further covenants that should VA fail or refuse to issue its guaranty of the loan secured by this security instrument under the provisions of the Servicemen's Re-adjustment Act of 1944, as amended, in the amount of 60% of the loan amount or \$36,000, 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 declare all sums secured by the Security Instrument immediately due and payable."

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;

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Cooperation of County Clarks Office

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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, 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 MORTC, GOR 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 offected 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 Mortgage and 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 Mortgager on account of the awnership 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 Mortgager 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 primises 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 hall 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 Jeliver 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 fac 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 beyon including the 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 lin upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good high, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall oppose 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 promium or fee, the entire indebtodness or any part three, 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 menth 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 the Mortgager 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 assessments.

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- (b) The aggregate of the amount parable fursuant to subparagrees (c) and hose 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 states:
 - I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
 - II. interest on the note secured hereby; and

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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, Mortgager 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 ronts, 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 Mortgagoe'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 and 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 site or fault, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise site or fault, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY to: in payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits now due or which may horeafter 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, because and revalting from oil, gas or other mineral leases or conjeying a thereof now or hereafter in effect. The lessee, assigned 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 hand 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 there or. 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 impediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company conterned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgage 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 interance policies then in force 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 num commining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and my able.

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 a native 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 persons liable for the payment of the indebt adness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equival 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 variations, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items increasing for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgages 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 Mortgages 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 Mortgages, so made parties, for services in such suit or proceedings,

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shall be a further lien and charge upon the slid premises under his no trage, and Union 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 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 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 Mortgagee 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 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 extension of the time of payment of the debt hereby secured given by the Mortgageo to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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

THE COVENANTS HEREIN COV. TAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assign of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payor of the indebtedness hereby secured or any transferre thereof whether by operation of law or otherwise.

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

CEDRICE	BURROWS	[S'_F_L])		[SEAL]
			9/4		
STATE OF IL	LINOIS		88:		
BURROWS personally know day in person	own to me to be the same p	stary public, in and for the cou erson whose name IS HE signed, scale erein set forth, including the r	subscribed to ed, and delivered to elease and weiver of Nota	no foregoing instr he and instrument	rument appeared before me this tas HIS free and
This instrument was prepared by: ALLIANCE MORTGAGE CORPORATION			GIAFIA QUEGO INT		23~12
	EVELT ROAD, SUITE ILLINOIS 60162	101A	day of	JUL JUL	.1993
nradside,	100101010101		- Joseph	(desire	Notary Public
STATE OF ILLINOIS	Mortgage	TO	Doc. No.	Recorder's Office of County, Illinois, on the day of .	A.D. 19 , at o'clock m., and duly recorded in Book of , page

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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 23RD day of JUNE , 19 93 , 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 ALLIANCE MORTGAGE CORPORATION

its successors and

analysis ("Mort pages") and covering the property described in the Instrument and located at:

6546 WEST MONTROSE, HARMOOD HEIGHTS, ILLINOIS 60634 (Properly Address)

Notwithstanding anything to the contrary set forth in the Instrument. Mortgages 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 cormelly 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 Mortgageo 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 to low provided.

TRANSFER OF THE PROPERTY: This loan may be occlared immediately due and payable upon transfer of the property securing such lean to any transferce, unless the acceptratily of the assumption of this loan is established pursuant to section 1814 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 per en. (.50%) 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 assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional dobt 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 transferce thereo, a nill be immediately due and psyable. 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 assurption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the credit orthiness of the assumer and subsequently revising the holder's awnership 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 which section 1814 of Chapter 37, Title 38, United States Code applies.
- (c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby use of 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 Voterans 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.

CEDRICK BURROWS Mortgagor	(Scal)	Mortgagur	(Seal)
	(Seal)		(Seal)
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