

MORTGAGE 93638716 93528450

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

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93638716

THIS INDENTURE, made this 7th day of June, 1993  
JIMMY RAMIREZ and MARIA D. RAMIREZ, HIS WIFE

, between

, Mortgagor, and

MIDWEST FUNDING 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 Forty Four Thousand Seven Hundred Fifty Dollars and no/100 Dollars (\$ 144,750.00 ) payable with interest at the rate of Seven and One / Half per centum ( 7.5000 % ) per annum, on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Downers Grove, 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 One Thousand Twelve Dollars and 12/100 Dollars (\$ 1,012.12 ) beginning on the first day of August, 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 July, 2023.

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 48 IN WINSTON PARK UNIT NO. 2 BEING A SUBDIVISION OF PART OF SECTIONS 2 AND 3, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1958 AS DOCUMENT 18628779, IN COOK COUNTY, ILLINOIS.

BOX 260

DEPT-01 RECORDING 29.00  
181111 TRAN 0677 07/09/93 12149400  
12132 0 \*\*93-328450  
COOK COUNTY RECORDER

THIS SECURITY INSTRUMENT IS BEING RE-RECORDED TO ADD THE VA MORTGAGE ACCELERATION CLAUSE

DEPT-01 RECORDING 31.00  
180013 TRAN 2308 08/12/93 14156100  
14225 0 \*\*93-638716  
COOK COUNTY RECORDER

Tax I.D. #: 15-02-104-013-0000  
1120 known as: 1531 9TH AVENUE, MELROSE PARK, IL 60160

THE RIDER TO STATE OF ILLINOIS VA MORTGAGE ACCELERATION CLAUSE ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH 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 38.4303) 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 Mortgagee or the holder of the Note, may, at its option, declare all sums secured hereby immediately due and payable.

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TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, his successors and assigns, forever, for the purpose and uses herein set forth, free from all rights and demands under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and demands the said Mortgagee 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 or mechanics lien 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 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, 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 incumbrance other than that for taxes or assessments on said premises, 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 mortgagee so paid or expended shall become so much additional indebtedness, secured by this mortgage, and shall bear interest at the rate provided for in the principal indebtedness, until it is paid 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 supplemental note or note 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 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 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 Mortgagee or other party having title to the premises or any part thereof to satisfy the same, and the sale or forfeiture of the said premises or any part thereof to satisfy the same, and the sale or forfeiture of the said premises or any part thereof to operate to prevent the collection of the tax, assessment, or lien so contested by the Mortgagee or other party having title to the premises or any part thereof to satisfy the same.

AND the said Mortgagee further covenants and agrees as follows:

Priority is reserved to prepay at any time, without premium or cost, 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 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:

(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 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 delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and assessments.

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(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 Mortgagee'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 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 sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, with out 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 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 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



# UNOFFICIAL COPY

LOAN #: 7571580  
CASE #: LH: 627905

## Veterans Affairs Rider To The Deed of Trust/Mortgage

This Rider is made this 7th day of June 1993 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")

JIMMY RAMIREZ AND MARIA D. RAMIREZ, HIS WIFE

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

1531 9TH AVENUE, MELROSE PARK, IL 60160

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. 100-527, the Department of Veterans Affairs Act.

IN WITNESS WHEREOF, the Mortgagor has executed this Rider.

  
MORTGAGOR JIMMY RAMIREZ

  
MORTGAGOR MARIA D. RAMIREZ

\_\_\_\_\_  
MORTGAGOR

\_\_\_\_\_  
MORTGAGOR

6-7-93  
DATE

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# UNOFFICIAL COPY

IN WITNESS WHEREOF

Signature of the Clerk

Property of Cook County Clerk's Office

COOK COUNTY

Noted to

# UNOFFICIAL COPY

LOAN #: 7571580  
CASE #: LH: 027905

## 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 JIMMY RAMIREZ

  
MORTGAGOR MARIA D. RAMIREZ

MORTGAGOR

MORTGAGOR

JUNE 7, 1993

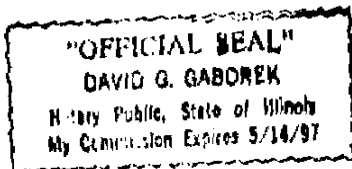
DATE

State of Illinois  
County of Cock <sup>SS</sup>

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JIMMY RAMIREZ AND MARIA D. RAMIREZ, 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 7th day of June



  
Notary Public

5-14-92  
Commission Expires

# UNOFFICIAL COPY

Property of Cook County Clerk's Office