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ILLINOIS

VA FORM 26-6310 (Home Loan) Rev. August 1981, ('se Optional) Bertion 1810, Title 38, U.S.C. ederal National Mortgage Association

MORTGAGE

Elmhurst, IL 60126

THIS INDENTURE, made this

day of

hetween

SCOTT E. ZIMMERNAN and DEBBIE ZIMMERNAN, HIS WIFE

, Mortgagor, and

a corporation organized and existing under the laws of Mortgagee.

The State of Illinois

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 Minety Six Thousand Three Hundred Seventy Nine Dollars and no/100 herewith, in the principal sum of Dollars (\$ 96,379 00) payable with interest at the rate of per centum (Six per annum on the unpa d balance until paid, and made payable to the order of the Mortgagee at its office in Elmhurst . Line is or at such other place as the holder may designate in writing, and delivered or mailed to the Morigagor; the said principal and interest being payable in monthly installments of Five Hundred seventy seven pollers and 84/100 Dollars (\$ 577.84) beginning on the first day of October 1993and 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 2015 September :

Now, Therefore, the said Mortgager, 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 Mortgage its successors or assigns, the following described real estate situate, lying, and being in the county of and the State of Illinois, to wit:

LOT 1 IN DANHOFF RESUBDIVISION OF LOT 87 / FRANK DELUGACH'S 87TH STREET WOODS, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #: 18-35-408-017

COMMON ADDRESS: 8340 W. 85TH STREET, HICKORY FILLS, IL 60457

DEMT-01 RECURSINGS

\$33.50

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

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;

rents, premiums, taxes and assessments.

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

as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums: of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust Together with, and in addition to, the monthly payments of principal and interest payable under the terms

whichever is earlier.

date, need not be credited until the next following installment due date or thirty days after such prepayment, Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the unount 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

And the said Mortgagor further covenants and agrees as follows:

thereof to satisfy the same.

collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the situated thereon, so long as the Mortgagor shall, in good faith, contest the same o the validity thereof by ment, or tax lien upon or against the premises described herein or any part it areaf or the improvements that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assess-It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding),

In no event shall the maturity extend beyond the ultimate maturity of the note first described above. ments 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. thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the principal indebtedness and shall be not in approximately equal monthly payor repair of said premises, for taxes or assessments against 'he same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a pa it' with and as fully as if the advance evidenced for the sum or sums advanced by the Mortgague for the air srition, modernization, improvement, maintenance,

Upon the request of the Mortgagee the Mortgagor shell execute and deliver a supplemental note or notes demand and shall be paid out of proceeds of the tale of the mortgaged premises, if not otherwise paid by the shall bear interest at the rate provided for in the rincipal indebtedness, shall be payable thirty (30) days after

and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to the property herein mortgaged as may regionably be deemed necessary for the proper preservation thereof, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, In case of the refusal or negle t of the Mortgagor to make such payments, or to satisfy any prior lien or

may be required by the Mortgages cient to keep all buildings that hay at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Lorigagee in such types of hazard insurance, and in such amounts, as city in which the said land is tituate, upon the Mortgagor on account of the ownership thereof; (2) a sum suffiany tax or assessment that niay be levied by authority of the State of Illinois, or of the county, town, village, or provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any lien of mechanisa n en or material men to attach to said premises; to pay to the Mortgagee, as hereinafter may impair the walus thereof, or of the security intended to be effected by virtue of this instrument; not to suffer

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that

AND S. D. MORTGAGOR COVERBITS and agrees:

and benefits the said Mortgagor does hereby expressly release and waive. and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights To Have and to Hold the above-described premises, with the appurtenances and fixtures, unto the

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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 Mortgagen. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shalf 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 sociang 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 entile 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 of er 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 subgara graph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining applied under said note.

As Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagoe 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.

Mortgager Will Continuously maintain hazard insurance of such type or types and amounts as Mortgager 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/stre will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the wortgager and the policies and renewals thereof shall be held by the Mortgager and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgager. In event of loss Mortgagor will give immediate notice by mail to the Mortgager, who may make proof of loss if not made promptly by Mortgagor, and each intuitince company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgager instead of to the Mortgagor and the Mortgager jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgager at its option either to the reduction of the indebtedness hereby secured or to the lestoration 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 to 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 Mortgages, without 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 proceed-

ings, 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,

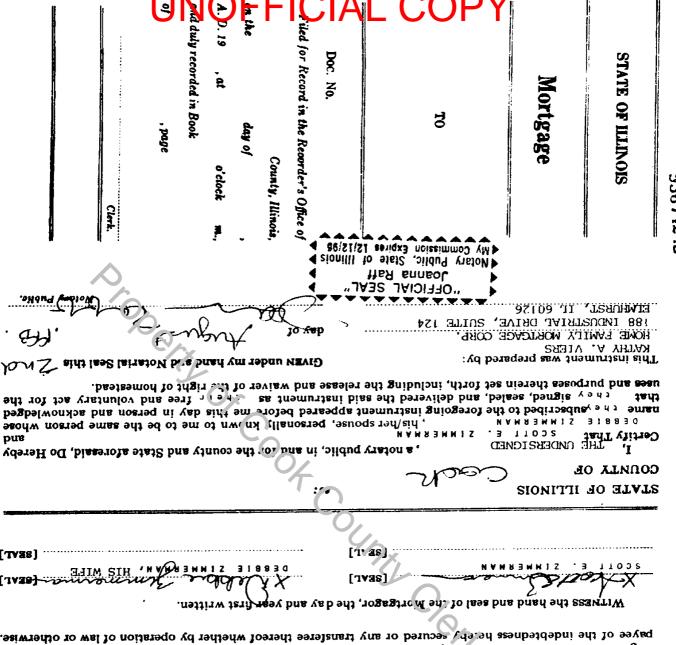
THERE SHALL BE INCLUDED in any decree: (1) All the costs of such suits, advertising, sale, and convertise in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveysnce, including reasonable attorneys, solicitors, and stenographers' fees, outlays for documentary 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 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 Veterans Administration on account of the guaranty or insurance of the indeptedness 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 Mortgaget 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, auch Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties 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 HER. A CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, auccessors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby "ecured or any transferee thereof whether by operation of law or otherwise.



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ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 2 nd day of

August 1993, and is incorporated into and shall be deemed to amend and supplement
the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned
("Borrower") to secure Borrower's Note ("Note") to

Home Family Mortgage Corp

(the "Lender") of a same date and covering the property described in the Security Instrument and located at

8340 W. GSTH STREET, HICKORY HILLS, IL 60457

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of Januiry, 1995, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a reconlander any index prescribed by the Department of Veterans Affairs. Lender will give Borrower notice of the new index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of

Two percentage point(s) (2.000 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

V.A. Multistate ARM Rider - 10/92

1241D-545 (9212)

VMP MORTGAGE FORMS (313)293 8 (00 - (800)521-7291



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elignis yns no (20.1) miog egameerse on decrease by more than one percentage point (20.1) miog egameers and more percentage being the control of the control (D) Limits on Interest Rate Changes

Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the

(G) Effective Date of Changas

(E) Calculation of Payment Change

the new monthly payment of principal and interest.

Sole, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the a the new interest rate through substantially equal payments. In making such calculation, Lender will use the principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date If the interest rate changes on a Change Date. Lender will calculate the amount of monthly payment of

payment amount, (vi) the Qurrent Index and the date it was published, (vii) the method of calculating the change. date of the notice. (i) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly notice must be green at least 25 days before the new monthly payment amount is due, and must set forth (1) the Lender of give notice to Borrower of any change in the interest rate and monthly payment amount. The (F) Solice of Changes

in monthly payment amount and (viii) any other information which may be required by law from time to time.

(F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount date which occurs at least 25 days after Vender has given Borrower the notice of changes required by paragraph

on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective

calculated in accordance with paragraph (E) of the Rider for any payment date occurring less than 25 days after

return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to rate ta rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Mote payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly Conder has given the required notice. If the month ty payment amount calculated in accordance with paragraph (E)

the demand for return is made.

Rate Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Adjustable

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V.A. 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	2ND	day of	AUGUST	, 19		•
and is incorporated into and shall be deemed to amend and	l supplement	the Mortgage,	Deed of Trust	, or Deed t	o Sec	ure
Debt ("Instrument") of the same date herewith, given by	the undersi	gned ("Moriga	igor'') to secu	re the Mor	tgago)r. 2
Note ("Note") of the same date to						

HOME FAMILY MORTGAGE CORP.

its successors and assigns

("Mortgagee") and covering the property described in the Instrument and located at:

8740 W. 85TH STREET, HICKORY HILLS, IL 60457

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgagee and Mortgagor hereby acknowledge and agree 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 v ond 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 one educand 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 o' may part of the Property or any interest in it is sold or transferred, this loan may be declared immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferree ("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 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 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be plyable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Department of Veterans / flairs. 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 hereby secured or any transferce 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 age; 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 lesser of the maximum established by the Lepartment of Veterans Affairs for a loan to which Section 1814 of Chapter 37, Title 38, United States Code applies or maximum prescribed by applicable State law.
- (c) ASSUMPTION INDEMNITY LIABILITY: 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 Department of Veterans Affairs to the extent corny 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.

SCOTT E. ZIMMERMAN (Seal)	DEBBIE ZIMMERMAN HIS WIFE Mortgagor
(Seal) -Morigagor	-Mortgagor