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93727459

VA Form 10 - VA Home Loan
Rev. August 1981, Ex. Optional
Section 1010, Title 36, U.S.C.
Acceptable in
Federal National Mortgage Association
(Amended May, 1989)

REURN TO
BANK UNITED OF TEXAS FSB
DEA COMMONWEALTH UNITED MFG
1301 N. BASSWOOD, 4TH FLOOR
SCHAUMBURG, ILLINOIS 60173

ILLINOIS

MORTGAGE

**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 26TH day of AUGUST 19 93, between

EDUARDO A. CRAPINO, MARRIED TO GERALDINE LAMBERT RECORDINGS \$33,50
T80021 TRAN 6892 09/13/93 14:15:00
44018 # 93-727459

93727459

COOK COUNTY RECORDER

, Mortgagor, and

BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON,
TEXAS 77027

a corporation organized and existing under the laws of THE UNITED STATES
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 FIFTY SIX THOUSAND NINE HUNDRED

THIRTY SEVEN AND 00/100

Dollars (\$ ***156,937.00) payable with interest at the rate of SIX AND ONE-HALF
per centum (*6.500 %) per annum on the unpaid balance until paid,
and made payable to the order of the Mortgagee at its office in

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 NINE HUNDRED NINETY ONE AND
96/100

Dollars (\$ *****991.96) beginning on the first day of OCTOBER 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 sooner paid, shall be due and payable on the first day of

SEPTEMBER , 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 13 IN THE SUBDIVISION OF LOTS 160 TO 169 IN WILLIAM DEERING SURRENDER SUBDIVISION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-17-201-014-0000

PROPERTY ADDRESS: 4712 NORTH WINTHROP AVENUE, CHICAGO, ILLINOIS 60640

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:

VML
008666018

STATE OF ILLINOIS

Mortgage

JOHANNES ALDITIO

This instrument was prepared by:

SIGNATURA DE LA

[SEAL]

GERALDINE LAMBERT, HIS WIFE IS EXECUTING THIS MORTGAGE FOR THE SOLE PURPOSE OF MAINTAINING HER
HOMESTEAD AND MASTERSHIP, RISSES.

EQUARIO A. CEFALINO 22.02.2009 (SEAL)

WITNESS the hand and seal of the Notary Public, this day and year first written,

THE GOVERNANTS HERREN GÖTTSCHE shall bind, and the beneficiaries and advantages shall incur, to the respective heirs, executors, administrators, successors, and assigees 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 secured or any transferee thereof who enters by operation of law or otherwise.

If the indemnitees so named hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this instrument executed in connection with said indemnities which are inconsistent with said Title or Regulation are hereby amended to conform thereto.

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 indebtedness or any part thereof shall operate to release, in any manner, the original liability of the Mortgagor.

THEIR STAFF BE INCURRED IN ANY DECREE FORCING 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 STENOGRAFHERS' FEES, OUTLAYS FOR DOCUMENTARY EVIDENCE AND COST OF SAID ABSERTA AND EXAMINATION OF TITLE; (2) ALL THE MONIES ADVANCED BY THE MORTGAGOR, IN ANY, FOR ANY PURPOSE AUTHORIZED IN THE MORTGAGE, WITH INTEREST ON SUCH ADVANCES AT THE RATE PROVIDED FOR IN THE PRINCIPAL INDEBTEDNESS; (3) ALL THE EXPENSES OF DEFECTIVE REMAINING UNPAID BY THE DEPARTMENT OF VEGETABLES AFFAIRS ON ACCOUNT OF THE SECURITY SECURED; (4) ALL THE SAIL PRINCIPAL MONEY REMAINING UNPAID; (5) ALL SUMS PAID BY THE DEPARTMENT OF VEGETABLES AFFAIRS ON ACCOUNT OF THE SECURITY OF INSURANCE OF THE INDEBTEDNESS SECURED; (6) THE OVERPLUSES OF THE PROCEEDS OF SALE, IF ANY, SHALL THEN BE PAID TO THE MORTGAGOR.

ings, that be a further ten and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be ~~enforced~~ in any decree foreclosing this mortgage.

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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, 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-

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Upon the request of the Mortgagor shall execute and deliver a supplemental note or notes for the sum of sums advanced by the Mortgagor for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose as it may hereunder. Said note or notes shall be executed by the Mortgagor shall advance a supplemental note or notes for the sum of sums due when such ground rents, premiums, maintenance, or repair of said premises, taxes and assessments will become delinquent, such sums to be held less than sums already paid herefor divided by the number of months to elapse before one month prior to the date due on the mortgaged property (all as estimated by the Mortgagor), and of which the Mortgagor is notified less all sums due on the mortgaged property (all as estimated by the Mortgagor), plus taxes and assessments on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and payable 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 Mortgagor as trustee under the terms of this trust as hereinbefore stated.

(d) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on the first day of each month until the said note is fully paid, the following sums:

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note next following installation due date of thirty days after such prepayment, whichever is earlier,

greater than the amount of one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installation due date, need not be credited until the next following installation due date of thirty days after such prepayment, whichever is earlier,

less than the amount of one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited in good faith, consent to 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 created and the sale of real property to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or memorandum other than for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagor may pay such taxes, assessments, and insurance premiums, whether 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.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagor, his successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under 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 MORTGAGE covenants and agrees:

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V.A. ASSUMPTION POLICY RIDER

VAAR
00066601B

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 **26th** day of **AUGUST**, 1997, 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:

**BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000,
HOUSTON, TEXAS 77027**

its successors and assigns ("Mortgagee"), and covering the property described in the instrument and located at:

4712 NORTH WINTHROP AVENUE, CHICAGO, ILLINOIS 60640

(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 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 may be declared 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 3714 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 Department 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 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. 3729 (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 lesser of the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies or any 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 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.

(Seal)
Mortgagor

Eduardo A. Crapino
EDUARDO A. CRAPINO

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor



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ADJUSTABLE RATE RIDER

VARR
008666019

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 **26TH** 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 **BANK UNITED OF TEXAS FSB, 3600 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4712 NORTH WINTHROP AVENUE, CHICAGO, ILLINOIS 60640

(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 **JANUARY**, **1995**, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

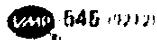
(B) The Index

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 new index 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 AND ONE-HALF** percentage point(s) (***2.500 %**) 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



VAMO MORTGAGE FORMS - 013-0291-0100 - 800-523-7291



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VAR2

Holder (Seal)	Holder (Seal)
Eduardo A. CRABINO <i>Eduardo</i>	Holder (Seal)

• BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Addendum.

Rate Rider
the demand for return is made.
return and excess payment with interest on demand is not assignable even if the Note is otherwise assigned before
payment, with interest thereon of the Note rate, be applied as payment of principal. Lender's obligation to
excess payment, which interest thereon of the Note rate, be applied as payment of principal, or the interest thereon of the
rate is to take effect to the return to Borrower of any excess payment, with interest thereon of the Note
less the option to either (i) demand the return to Borrower of any excess payment, with interest thereon of the Note
plus amount exceeding the payment amount which shall have been stated in a timely notice, then Borrower
of this Rider decreased, but Rider failed to give timely notice of the decrease and Borrower made any monthly
Lender has given the required notice, if the monthly payment amount calculated in accordance with paragraph (d)
calculated in accordance with paragraph (c) of this Rider for any payment date occurring less than 25 days after
date of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount
due within occurs at least 25 days after Rider 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
(c) Effective Date of Changes

in monthly payments, and (ii) any other information which may be required by law from time to time.
payment amount, (v) the current Rider and the date it was published, (vi) the method of calculating the change
date of the notice, (vii) the Change Date, (viii) the old interest rate, (ix) the new interest rate, (x) the new monthly
notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the
Lender (ii) give notice to Borrower of any change in the interest rate and monthly payment amount. The
(D) Notice of Changes

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

(E) Calculation of Payment Change

Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the
current interest rate.
The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single
(F) Limits on Interest Rate Changes

651-2727-96