LOAN NO. 381160-3 VA NO. LH: 632447

ILLINOIS

Lea Sallie Talman Home Mo 9208-9210 159th Street Orland Park, IL 60462 Mortgage Corporation

MORTGAGE

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

THIS INDENTURE, made this 6th day of October, I Tyrone Lynch and Marilyn R. Lynch, His Wife

, between

. Mortgagor, and

Bank, FSB, A Corp. of the United States of America LaSalle falman a corporation organized and existing under the laws of United States of America, Mortgagee.

WITNESSETH: The 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 it indired Sixty Eight Thousand Two Hundred Dollars and no/100 Dollars (\$ 168,200.00) payable with interest at the rate of Seven (7.0000) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Normaldee, Illinois (111) no is product to the order of the Mortgagee at its office in Normaldee, Illinois designate in writing, and delivered or na led to the Mortgagor; the said principal and interest being payable in monthly installments of One Thousand One Hundred Nineteen Dollars and 04/100 Dollars (\$ 1,119.04) beginning on the first day of December, 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 r. November. 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 covenants herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and and the State of Illinois, to wit: being in the county of Cook

SEE ATTACHED LEGAL DESCRIPTION RIDER:

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COCK COUNTY RECORDER

1433 Lawrence Crescent 31-12-301-012

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;

AND SAID MORTGAGOR coverants and agrees: said Mortgagor does hereby expressly release and waive. 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 the benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the

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 thereot, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such as may be required by the Mortgagee.

property herein morigriged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or exp. nded shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided shall be 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. in case of the relusal or neglect of the Mortgagor to make such payments, or to eatisfy any prior lien or incumbrance of the recast of the may make such repair, the incumbrance of the recast or assessments and insurance premises, or to keep said premises in good repair, the incumbrance of the recast of the may make such repairs to the Mortgagoe may make such repairs to the Mortgagoe may make such repairs to the

Upon the request of the Marigages the Morigagor shall execute and deliver a supplemental note or notes for the particles are advanced by the Morigages for the alteration, modernization, improvement, maintenance, or repair of said note or premises, for taxes or assessment, against the same and for any other purpose authorized hereunder. Said note or notes are interest at the rate provided for in the principal note first described above. Said sup, any with and as fully as if the advance evidenced thereby were included in the principal note first described above. Said sup, any and as a fully as if the advance evidenced thereby were included in the principal indebtedness and shall be payable in any provided for in the principal indebtedness and shall be gayable in any provided for in the more included above. Failing to agree in 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 utilimate

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgages shall not be required nor shall it have the discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the valid ity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested sout the callest of forteit and the sale or the same of the salest or sout of the tax, assessment, or lien so contested sand the sale of forteits of the salest or sout or the salest the salest or sout or sout or the salest or sout or sou

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tess 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. Privilege is reserved to prepay at any time, without premium of ice. The entire indebtedness or any part thereof not

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Together with, and in addition to, the monthly payments of principal and he spanshe under the terms of the note secured hereby, the Montgagor will pay to the Montgagoe 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 sur, s:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on

Mortgagee in trust to pay sald ground rents, premiums, taxes and assessments. such ground rents, premiums, taxes and assessments will become delinquent, such surnsite be held by policies of fire and other hazard insurance covering the mortgaged property, plus (£363 and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Vortgager is notified) less all sums already paid therefor divided by the number of months to elapse before one no. In prior to the date when

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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:
 - 1. 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 fisurance premisms, 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 mentily 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 thirly (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by rial. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note securic hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the mount 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 filterest 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 emitted to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalities resulting from oil, gas or other mineral leases or conveyances 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 orange of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazald incurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvement, now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/sho 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 clauser. 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 Mortgage or 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 de naged. 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 and pass to the purchaser or transfer.

IN THE EVENT of default in making any monthly payment provided for herein and it the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole or 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 inht Immediately to foreclose this mortgage, and upon the filling 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 deliciency, 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

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charge upon the said premises under this mortgage, and all such expenses shall become so much additional charge upon the said premises under this mortgage, and all such expenses shall become so much additional

THERE SHALL BE INCLUDED in any decree foreclosing the mortgage and be paid out of the proceeds of any sale made in pursuance of any auch decree (1) All the coats of such sulf, a sulf, a sulf, and conveyance.

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Including reasonable altomeys, solicitors, and stenographers' fees, outlays for documentary evidence and cost of sald 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 saccused interest remaining unpaid; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty of unsurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgage.

perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within if Mortgagor shall pay sald note at the time and in the manner aforesaid and shall abide by, comply with and duly

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.

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 Mongages to any successor in interest of the Mongagor shall operate to release, in any manner, the original liability of the Mongagor. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of

If the indebtedness secured hereby be guaranteed or insured under Title 38. United States Code, such Title and Regulations is used thereoned in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any oxylaions of this or other instruments executed in connection with said indebtedness which are inconsistent with said indebtedness which are inconsistent with said indeptedness which are

THE COVENAMES HEREIN CONTRINED shall bind, and the benefits and advantages shall inure, to the respective

heirs, executors, suc not a successors, and satisfying the parties hereto. Wherever used, the singular number areal include the plural the plural the singular, and the term "Mongagee" shall include any payee of the indebtedness hereby secured or any the plural the plural the singular, and the term "Mongagee" shall include any payee of the indebtedness hereby secured or any the plural the plural the singular, and the term "Mongagee" shall include any payee of the indebtedness hereby secured or any the plural the plural the singular plural the plural the plural the singular plural the plur

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

STATE OF ILLINOIS (3EAL) [SEAL]

a notary public, in and for the county and State aforesaid, Do Hereby

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personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that the igned, sealed, and Jelivered the said instrument as the and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of presents and waiver of the right of

nomestead.

てりり 725 day of GIVEN under my hand cad Notarial Seal this

Tele & se idx3 noissimmod yM Molary Public, State of Hand HTMMS Y380UA "OFFICIAL SEAL"



COUNTY OF

NOTALY PUBING.

This instrument was prepared by:

AFTER RECORDING, RETURN TO:

Lasalle talman Home Mortgage Corporation 9208-9210 |59th Streat Orland Park, it 80462

FORM NO SELLEGE

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DVA LOAN NO. LENDERS LOAN NO.

LH: 632447 381160-3

DEPARTMENT OF VETERANS AFFAIRS HOME LOAN ASSUMPTION RIDER TO DEED OF TRUST/MORTGAGE

This Department of Veterans Affairs Home Loan Assumption Rider is made this 6 th day of 0 c t o b e r 1 9 9 3 and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between Tyrone Lynch and Marillyn R. Lynch

the Trustors/Nortgagors, and LaSalle Talman Bank, FSB, A Corp. of the United States of America , the Beneficiary/Mortgagee, as follows: Adds the following provisions:

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

This loan may be declared immediately durand payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the ausumption of the loan is established pursuant to section 3714 of Chapter 37, Title 38, United States Code.

- A. Funding Fee. A fee equal to one-half of 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 Department of Veterans Affairs. If the ascumer 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 payer 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. (37.9 (b).
- B. Processing Charge. Upon application for approval to allow assumption of this loan, a processing feemay 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 Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 32, United States Code applies.
- C. Indemnity Liability. If this obligation is assumed, then the assumer I ereby 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.

193831924

IN WITNESS WHEREOF, Trustor/Mortgagor has exer Assumption Rider.	cuted this Department of Veterans Affairs Frome Loan
Signature of Trustor(s)/Mortgagor(s)	
	from Lynch
	Mainlyn R. Lynch
	Harilyn R. OLynch 3

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LEGAL DESCRIPTION RIDER

LOT 3 IN HEATHER HILL THIRD ADDITION, UNIT NO. 10, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 27 OF HEATHER HILL INCORPORATED ADDITION TO HEATHER HILL, RECORDED JULY 9, 1970 AS DOCUMENT NO. 21205036; THENCE NORTHEASTERLY ON A STRAIGHT LINE (THE EASTERLY RIGHT-OF-WAY LINE OF HERETOFORE DEDICATED LAWRENCE CRESCENT) WHICH IS 170 FEET WESTERLY OF AND MEASURED PERPENDICULAR TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 250.43 FEET TO A POINT OF CURVE; THENCE NORTHERLY AND WESTERLY ON A CURVED LINE, CONVEX TO THE EAST AND HAVING A RADIUS OF 363 FEET, A CHORD DISTANCE OF 181.72 FEET TO A POINT; THENCE NORTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 246.21 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILAGED, SAID POINT OF INTERSECTION WHICH IS 258.84 FEET SOUTHWESTERLY OF THE SOUTHEASTERLY CORNER OF "OUTLOT D" OF HEATHER HILL FIRST ADDITION, RECORPED MARCH 5, 1964 AS DOCUMENT NO. 19054933, AS MEASURED ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE SOUTHWESTERLY ON THE WESTERLY RIGHT-OF-TO LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY, A DISTANCE OF 544.88 FELT TO A POINT; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO Or Cook Colling Clerk's Office 34024 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.