HAGLUND

ILLINOIS

### NOTICE: THIS LOAN IS NOT ASSUMABLE HOUT 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

2nd

day of November , 1993 , between

LEONARD S. HAGLUND LAURIE A. HAGLUND

and HUSBAND AND WIFE

, Mortgagor, and

#### FIRST UNION MORTGAGE CORPORATION

a corporation organize and existing under the laws of

**NORTH CAROLINA** 

Mortgagee.

WITNESSETH: That where as 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 principai sum of One Hundred Eighty Two Thousand Two Hundred and no/100 Dollara (\$ 182,200.00 ), payable with interest at the rate of Seven per centum ( per annum on the unpaid balance until paid and made payable to the order of the mortgagee at its office in 150 FAYETTEVILLE STREET WALL **RALEIGH, NC 27601-2919** 

, or such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principals and interest being payable in monthly installments of Two Hundred Thirteen and 48/100 ) beginning on the first day of Dollars (\$ 1,213.48 , 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 soo eer paid, shall be due and payable on the first day of 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 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 COOK State of Illinois, to wit:

LOT 115 IN STRATIMONE IN BUFFALO GROVE UNIT 1 IN SECTIONS ( AND 6, TOWNSHIP 42 RANGE 11 HAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 3, 1967 AS DOCUMENT 20125932 IN COOR COUNTY, ILLINOIS

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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:			 <u> </u>		
			 # # *		
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(Page 1 of 4)

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APRIL ALVING

Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this instrument under the provisions of the Servicemen's Readjustment Act of 1944, as amended within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Hom stead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly relected and waive.

#### AND SAID MORTCAGOR covenants and agrees:

To keep said premises it 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 of mechanics men 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 tenes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or or the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a s m. sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, instred for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mor ga for to make such payments, or to satisfy any prior lien or encumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, where 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.

Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, incrovement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may a speed 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 in surity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage shall not be required nor shall it have the right to pay, discharge, or remove any tax, assesment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereo, so long as the Mortgago shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brough. It is a court of competing jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested at 1 the sale or forfeit ure of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, 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 Mortgagor will pay to the Mortgagoe 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 rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefore divided by the number of months to clapse before 1 month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said grount rents, premiums, taxes, and assessments.

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(b) The aggregate of the another sayable pursuant to subjudge agraph (1) and it ose 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, special assessments, fire and other hazard insurance premiums;
- (II) interest on the note secured hereby, and
- (III) amortization of the principal of 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 such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgager will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

If the total payments made by the Mortgagor under subparagraph (a) of 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 by the Mortgagee on subsequent payments to be made by the Mortgagor for such items or, at 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, then the Mortgagor will pay to the Mortgagee as trustee any amount necessary to make up the deficiency. Such payments will 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 independents represented thereby, the said Mortgagee as trustee shall, in computing the amount of such indebtedness, credit to the secount 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 in reby or if the Mortgagee acquires the property otherwise after default, the Mortgagee, as trustee, shall apply, at the time of commencement of such proceedings or at the property is otherwise acquired, the amount then remaining to credit of Mortgagor under 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 Mortgagor all the rents, issues, and profits in w 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 subtract of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the intermediates secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintair haz ard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements new 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 therefore. 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 the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the 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 are 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 extinguishedment 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 11 the note secured hereby, or incase 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, recome immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the nglit immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is fine a nay 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 reguard 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 preceeding, 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 proceeding, 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.

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THERE SHALL BE INCLUDED in any decree forcelosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Morigagec.

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 Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

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

THE COVENANTS WITHEIN CONTAINED shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administraters, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural for singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereo' whether by operation of law or otherwise.

WITNESS the hand and seal of the Moil gagor, the day and year first written.

Certify That  LEONALD 5. Hayland And L  his/her spouse name subscribed to the foregoing instrument app that the signed, sealed, and delivered the said instrument as uses and purposes therein set forth, including the release and waiver o This instrument was prepared by:  GIVE	peared before me this day in person and acknowledged  HAR free and voluntary act for the
I, GERSIVI WERRE  , a notary public certify That  LEONARD S. Hayland and L. his/her spouse name subscribed to the foregoing instrument appetrate signed, scaled, and delivered the said instrument as uses and purposes therein set forth, including the release and waiver of This instrument was prepared by:  GIVE	peared before me this day in person and acknowledged that free and voluntary act for the fifther right of homes and
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This instrument was prepared by: GIVE	
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day of	NOVEMBER, 1993
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DOC. NO.	GERALYN WERNER
	My Commission Expires 1/20/97
iled for Record in the Recorder's Office of	тоби <b>литу</b> ун <del>Шіментунсты Ма</del> тиц пинтинтин М
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William Brown

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National Agreement

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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 RIDE	R is made this_	2_ day of _	November	
and is incorporated into and shall be Deed to Secure Debt ("Instrument") o secure the Mortgagor's Note ("Note") successors *** assigns ("Mortgagee")	f the same date h of the same date	erewith, given to <u>FIRST UNIC</u>	by the undersigned ON MORTGAGE CO	("Mortgagor") to RPORATION its
939 PLI M GROVE CIRCLE	(Proporty Addre	BUFFALO GROV	E. IL 60089	
Notwithstanding any hing to the contra acknowledge and agree to the following	ary set forth in th	•	fortgagee and M	ortgagor hereby
TRANSFER OF THE PROPER transferred, this loan may be ceclar property securing such loan to any transfer of this loan is established to Section 3714 of Chapter 37, Title	ed immediately transferee ("assu by the Departmen	due and payable mer"), unless th t of Veterans At	upon transfer (".e acceptability of	assumption") of the the assumption and
An authorized transfer ("assumption agreements as set forth below:	on") of the proper	ty shall also be	subject to additi	onal covenants and
(a) Assumption Funding Fee: balance of this loan as of the date of the Mortgagee or its authorized age fails to pay this fee at the time of secured by this instrument, shall Mortgagee of the indebtedness here payable. This fee is automatically vi 1829(b).	of transfer of the nt, as trustee for transfer, the fee bear interest at eby secured or a	property shall I the Department constitute the rath herein by transferee the	oe payable at the toof Veterans Affai an additional de provided, and, rereof, shall be in	ime of transfer to rs. If the assumer bt to that already at the option of the amediately due and
(h) Assumption Processing Charge of this loan, a processing fee may the creditworthiness of the assumer approved transfer is completed. The established by the Department of Title 38, United States Code applies	be charged by the and subsequent amount of this Veterans Affairs	Mortgagee or ly revising the hi charge shall no for a loan to	its authorized age order's ownershipt except the less which Section 37	nt for determining p records when an er of the maximum 14 of Chapter 37.
(c) Assumption Indemnity Liabil assume all of the obligations of the loan, including the obligation of the extent of any claim payment arising instrument.	veteran under the veteran to ind	e terms of the interpretation to the interpr	nstruments creating partment of Veter	and securing the
IN WITNESS WHEREOF, Mortgagor	s) has executed t	his Assumption	Policy Rider.	
Mortgagor LEONARD S/RAGLUND	(SEAL)	Mortgagor LA	URIE A. HAGLUND	Clenel (SEAL)
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