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VA HOME LOAN—ILLINOIS
MORTGAGE

930419-01 650208884
LH624974

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

THIS INDENTURE, made this 15th day of January, 1993, between
EDWARD C. CHRISTENSEN, AND THERESA D. CHRISTENSEN, HIS WIFE,
Mortgagor, and
MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of The State of New Jersey and authorized to do business in the state of Illinois, Mortgagee,

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of

One Hundred Two Thousand, Two Hundred Sixty-Two and 00/100 Dollars (\$ 102,262.00) payable with interest at the rate of

Six AND One-Half Per Centum per centum (6 AND 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at

One Ronson Road, Iselin, NJ 08830

or at such 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

Six Hundred Forty-Six and 37/100 Dollars (\$ 646.37) beginning on the first day of March, 1993, and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 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:

COOK

UNIT # 1809-7 IN THE HEATHERWOOD WEST CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, A PART OF PASQUINELLI'S FIRST ADDITION TO HEATHERWOOD ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 92-825-228 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.
PIN# 06-24-417-001-0000
209 WINNSBORO CT UT 18097 SCHAUMBURG IL 60194

CONDOMINIUM RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

X

ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

06-24-417-001

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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:

Should the Veterans Administration for any reason fail or refuse to issue the guarantee (in the maximum amount permitted) of the loan secured by this Mortgage under the provisions of the "Servicemen's Readjustment Act of 1944" 38 U.S.C. 1801, et seq., as amended, within sixty days of the date hereof, the Mortgagee herein may at its option declare all sums secured by this Mortgage immediately due and payable. The Mortgagors covenant and agree that so long as this Mortgage and the said note secured hereby are insured under the provisions of the Servicemen's Readjustment Act of 1944, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed, upon any violation of this undertaking, the Mortgagee may at its option declare the unpaid balance of the debt secured hereby due and payable.

ILLINOIS VA MORTGAGE

MAR-1203 Page 1 of 4 (Rev. 5/92)

Replaces MAR-1203 Page 1 of 4 (Rev. 5/92)

93041953

STATE OF ILLINOIS

MORTGAGE

TO

DOC. NO.

Filed for Record in the Recorder's Office of

County, Illinois,

day of

the
19

at
o'clock

AM
PM

page

Clerk

BOX 333 - TR
ISELIN, NJ 07830

1 RONSON ROAD

MARGARETTEN & COMPANY, INC.

MAIL TO:

PALATINE IL 60067
625 NORTH CT.
ILLINOIS VA MORTGAGE

MAIL-PAGE 4 OF 4 (Rev. 5/92)
REC'D MAR-12-1993 PM 4 OF 4 (Rev. 5/92)

Prepared by:

My commission expires 1/30/96
Notary Public
NOTARY PUBLIC, 5 yrs of Illinois
"OFFICIAL SEAL"
EDWARD C CHRISTENSEN, HIS WIFE-BORROWER
EMILIA C CHRISTENSEN, AND THERESA D CHRISTENSEN, HIS WIFE
Persons specially appeared before me on this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and Notarial Seal the
day of Jan., 1993
A Notary Public in and for the county and state
affore-said, do hereby certify that
COOK COUNTY, ILLINOIS
COUNTY OF COOK
STATE OF ILLINOIS

SS:

-BORROWER

-BORROWER

THERESA D CHRISTENSEN, HIS WIFE-BORROWER

EDWARD C CHRISTENSEN-BORROWER

WILHELM

WITNESS the hand and seal of the Mortgagor, the day and year first written.
payee of the indebtedness hereby secured or any transfer thereof which by operation of law or otherwise
plural, the plural the singular, and the use of any gender shall include all genders, and the singular number shall include any
executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the
respective heirs, beneficiaries dividends shall inure to the respective heirs.
THE COVENANTS HEREBY CONTAINED shall bind, and the beneficiaries dividends which are inconsistent with said Title or
provisions of this or other instruments executed in connection with said indebtedness of the parties hereto, and any
issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any
regulations of this or other instruments are hereby amended to conform thereto.
If the indebtedness secured hereby is executed in time of payment of the debt held by the original liability of
the Mortgagor.
by the Mortgagor to any part thereof hereby secured; and no extension of the time of payment, the original liability of
of the indebtedness or any postponement or extension of the time of payment
The lien of this instrument shall remain in full force and effect during any period during which any interest of the
Mortgagor in interest of the Mortgagor shall operate to release, in any manner, the original liability of

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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 said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties 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 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 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, at a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs, and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and 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 foreclosing 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 monies 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 Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall 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.

ASSUMPTION: This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 1814 of Chapter 37, Title 38, United States Code.

(a) Funding Fee. "A fee equal to one-half of one 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 Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b)."

(b) Processing Charge. "Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans Administration for a loan to which Section 1814 of Chapter 37, Title 38, United States Code applies."

(c) 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 Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument."

COOK COUNTY, ILLINOIS

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MAR-1203 Page 2 of 4 (Rev. 3/92)
REPLACES MAR-1201 Page 2 of 4 (Rev. 6/89)

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CONDOMINIUM RIDER TO MORTGAGE

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE FOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AT LENGTH HEREIN.

*Edward P. Christensen
Theresa D. Christensen*

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VA ADJUSTABLE RATE RIDER

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

ENR-24974
60108884

THIS ADJUSTABLE RATE RIDER is made this 15th day of January, 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 Margarette & Company, Inc., a corporation organized and existing under the laws of the State of New Jersey ("the "Lender") of the same date and covering the property described in the Security Instrument and located at:

209 WINNSBRO CT UT 18097, SCHAUMBURG, IL 60194

(Deputy 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:

1. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of April, 1994, 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 Secretary (as defined in Paragraph 7(B)). 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 Per Centum percentage points (2%) 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 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(E) Calculation of Payment Change

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

(F) Notice of Changes

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



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L.S.

L.S.

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L.S.

TERESA D CHRISTENSEN

EDWARD C CHRISTENSEN

WITNESS

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

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date unless a balloon payment is made at least 25 days after Lender has given Borrower the notice of change required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(B) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. Paragraph 5(B) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(B) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which otherwise would have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely note), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as principal. Lender's obligation to return any excess payment at the Note rate, be applied as payment in full of timely note), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as principal, with interest thereon at the Note rate, even if this Note is prepayable. Lender's obligation to return any excess payment at the Note rate, be applied as payment in full of timely note), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as principal, with interest thereon at the Note rate, even if this Note is prepayable.

X (G) Effective Date of Changes