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VA Form 28-6879 (Home Loan)
Rev. August 1989. Use Optional.
Section 1810, Title 38, U.S.C.
Acceptable to Federal National
Mortgage Association
(Amended May, 1989)

PURCHASE MONEY

ILLINOIS

LENDER'S #: 07-02-86774
VA CASE #: LH 844088

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 28TH day of MAY, 19 84, between ROBERT L. BENFORD III, AN UNMARRIED MAN,

94481025

Mortgagor, and

DEPT-01 RECORDING \$31.00
729999, TRAN 3994 05/31/94 11:15:00
\$1523 & DW * - 94 - 48 1025
COOK COUNTY RECORDER

PNC MORTGAGE CORP. OF AMERICA
a corporation organized and existing under the laws of THE STATE OF OHIO
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 THIRTY THOUSAND NINE HUNDRED AND 00/100-----

Dollars (\$30,900.00-----) payable with interest at the rate of NINE----- per centum (-----9.0000%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in VERNON HILLS, ILLINOIS 60081 440 NORTH FAIRMWAY DRIVE or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagee; the said principal and interest being payable in monthly installments of TWO HUNDRED FORTY-EIGHT AND 00/100-----

Dollars (\$248.63-----) beginning on the first day of JULY, 19 04, 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 JUNE, 2024.

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 situated, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 22 AND THE SOUTH 5 FEET OF LOT 23 IN 107TH STREET ADDITION TO PULLMAN, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PI#: 25-15-118-085

3100

COMMONLY KNOWN AS: 10842 SOUTH WABASH AVENUE, CHICAGO, ILLINOIS 60628

SAS - A DIVISION OF INTERCURITY
5/10/21/97C

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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:

(a) A sum equal to the ground rent, 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 Mortgagee is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rent, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and assessments.

(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 rent, 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, Mortgagee 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.

AND the said Mortgagee 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 Mortgagee will pay to the Mortgagee 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 rent, 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 Mortgagee is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rent, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rent, premiums, taxes and assessments.

(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 rent, 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, Mortgagee 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.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof, or the improvements situated thereon, so long as the Mortgagee shall, in good faith, contest 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 contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Upon the request of the Mortgagee, the Mortgagee shall execute and deliver a supplemental note or notes for the sum or sums advanced for the Mortgagee for the alteration, modernization, improvement, 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 party 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 be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

In case of the refusal or neglect of the Mortgagee to make such payments, or to satisfy any prior lien or incumbrance 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, when 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 Mortgagee.

AND SAID MORTGAGEE covenants and agrees:

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 thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanic's lien 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 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 and interests upon the Mortgagee 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 amounts, as may be required by the Mortgagee.

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

AND SAID MORTGAGEE covenants and agrees:

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 thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanic's lien 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 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 and interests upon the Mortgagee 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 amounts, as may be required by the Mortgagee.

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If the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagee for such items or, at the Mortgagee's option as a Trustee, shall be refunded to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee 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 Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the preceding paragraph (a) of the preceding paragraph, or if the Mortgagee acquires the property by foreclosure, or 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 Mortgagee 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 Mortgagee does hereby assign to the Mortgagee all the rent, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagee shall be entitled to collect and retain all of said rent, issues and profits until default hereunder. EXCEPT rent, issues 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 profit, bonus, rents, revenue or royalties to the owner of the indebtedness secured hereby.

MORTGAGEE 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 All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereat 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 Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds hereby secured or to the extent 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 Mortgagee 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 to be 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 Mortgagee, or any party claiming under said mortgage, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable of 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 rent, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the first statutory period of redemption, and such rent, 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.

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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 collector's fees of the complainant and for stenographer 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.

THIRDS 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 attorney's, solicitor's, and stenographer's fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the money 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 Veteran Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

If the total of the payments made by the Mortgagee under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee for ground rent, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagee for such items or, at the Mortgagee's option as a Trustee, shall be refunded to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee 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 Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the preceding paragraph (a) of the preceding paragraph, or if the Mortgagee acquires the property by foreclosure, or 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 Mortgagee 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.


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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 indebtedness 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 this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

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

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

 (SEAL) _____ (SEAL)
ROBERT L. BENFORD III

(SEAL) _____ (SEAL)

STATE OF ILLINOIS

COUNTY OF COOK
I, LAURA MCMAHON
county and State aforesaid, Do Hereby Certify That


sa:

ROBERT L. BENFORD, III, AN UNMARRIED MAN
his/her spouse, 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 he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My Commission Expires:
This instrument was prepared by:

GIVEN under my hand and Notarial Seal this 26th
day of MAY, 1994

CAROL VINCENT
VERNON HILLS, IL 60001



Notary Public.

34481025

"SHOULD THE VETERANS ADMINISTRATION FOR ANY REASON FAIL OR REFUSE TO ISSUE THE LOAN GUARANTY CERTIFICATE IN ACCORDANCE WITH THE PROVISIONS OF THE SERVICEMAN'S RE-ADJUSTMENT ACT OF 1944, AS AMENDED, AND THE CERTIFICATE OF COMMITMENT ISSUED BY THE VETERANS ADMINISTRATION TO GUARANTEE THE LOAN SECURED BY THIS SECURITY INSTRUMENT, THE LENDER MAY AT ITS OPTION INCLUDE ALL SUMS SECURED BY THIS MORTGAGE IMMEDIATELY DUE AND PAYABLE."

"SHOULD THE VETERANS ADMINISTRATION FOR ANY REASON FAIL OR REFUSE TO ISSUE THE LOAN GUARANTY CERTIFICATE IN ACCORDANCE WITH THE PROVISIONS OF THE SERVICEMAN'S RE-ADJUSTMENT ACT OF 1944, AS AMENDED, AND THE CERTIFICATE OF COMMITMENT ISSUED BY THE VETERANS ADMINISTRATION TO GUARANTEE THE LOAN SECURED BY THIS SECURITY INSTRUMENT, THE LENDER MAY AT ITS OPTION INCLUDE ALL SUMS SECURED BY THIS MORTGAGE IMMEDIATELY DUE AND PAYABLE."

Clerk's Office

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VA CASE #: LH 044088
LENDER'S #: 07-02-98774

Veterans Affairs Rider To The Deed of Trust/Mortgage

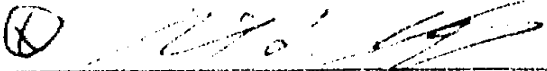
This Rider is made this 28TH day of MAY, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor")
ROBERT L. BENFORD III, AN UNMARRIED MAN,

and covering the property described in the Security Instrument and located at:
10842 SOUTH WABASH AVENUE, CHICAGO, ILLINOIS 60628

(Property Address)

"the title 'Secretary of Veterans Affairs' shall be substituted for that of 'Administrator of Veterans Affairs' and the designation 'Department of Veterans Affairs' shall be substituted for that of 'Veterans Administration' each time either appear in the Deed of Trust/Mortgage pursuant to the provisions of Section 2, Pub. L. No. 100 527, the Department of Veterans Affairs Act."

IN WITNESS WHEREOF, the Mortgagor has executed this Rider.


ROBERT L. BENFORD III (Seal)
Mortgagor

(Seal)
Mortgagor

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VA CASE #: LH 844086
LENDER'S #: 07-02-98774

VA ASSUMPTION POLICY RIDER TO DEED OF TRUST/MORTGAGE

This Assumption Policy Rider is made this 28TH day of MAY, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION

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

10042 SOUTH WABASH AVENUE, CHICAGO, ILLINOIS 60628

(Property Address)

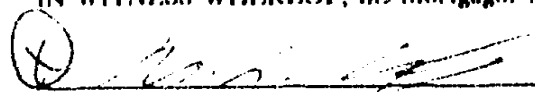
THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT

In addition to the covenants and agreements made in the Security Instrument, Mortgagee and Mortgagor further covenant and agree that this loan may, at the option of the Note Holder, immediately become due and payable upon assumption ("transfer") of the property securing such loan to any transferee ("assumtor") unless, the acceptability of the assumption of the loan is established pursuant to section 3714 of Chapter 37, Title 38, United States Code, in the event of a transfer of the property, then the following covenants and agreements apply:

- A. **Funding Fee.** A fee equal to one-half of 1 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 Note Holder or its authorized agent, or trustee for the Secretary of Veterans Affairs. If the assumtor 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 assumtor 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 Note Holder or its authorized agent for determining the creditworthiness of the assumtor and subsequently revising the Note Holder's ownership records when an approval 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 38, United States Code applies.
- C. **Indemnity Liability.** If this obligation is assumed then the assumtor 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.

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IN WITNESS WHEREOF, the Mortgagor has executed this Assumption Policy Rider.



ROBERT L. BENFORD III (Seal)
Mortgagor

(Seal)
Mortgagor

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