VA PORM 25-6310 (Home Loss) Rev. August 1961. Use Optional Section 1810, This 38, U.S.C. Acceptable to Federal Nellocal Mortgage Association

MORTGAGE BOX 392

VA Loan # LH 638663

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 tenth day of January, 1994,

between

Mary A. Banks , a widow

94054799

, Mortgagor, and

Lincoln Home Mortgage

a corporation arg nized and existing under the laws of Illinois,

Mortgagee.

WITNESSTH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note e.ec ted and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of Nine y I wo Thousand Three Hundred and no/100 Dollars (\$92,300.00) payable with interest at it is the of Six and One Half per centum (6.500%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Roselle, Illinois, or at such other place as the holder may designate in writing, and delivered or mail to the Mortgagor; the said principal and interest being payable in monthly installments of Five Hundred Eighty Three and 0.0100 Dollars (\$583.40) beginning on the first day of March, 1994, 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, 2024.

NOW, THEREFORE, the said Mor gage t, for the better securing of the payment of said principal sum of money and interest and the performance of the covenant. 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 and the State of Illinois, to wit:

LOT 32 (EXCEPT THE NORTH 10 FEET THE REOF) AND ALL OF LOT 31 IN BLOCK 3 IN BEVERLY MANOR, BEING A SUBDIVISION OF PART OF HAZE) WOOD AND WRIGHTS SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD LAND) ACCORDING TO PLAT THEREOF RECORDED JANUARY 13, 1926 AS DOCUMENT NUMBER 9149656, IN COOK COUNTY, ILLINOIS.

Property Address Known As: 8233 South Washien w, Chicago, IL 60652

PIN #19-36-226-010

yd

OFFT-01 RECORDING

\$35,00

140000 TRAN 6152 01/18/94 12:35:00

\$5095 \$ *-94-054799

CUDY, COUNTY RECORDER

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, fixture and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

94054759

Page 1 of 4

Borrower's Initials

B

294 (1887) 34

i seperatita de recei destrat cas gentresto como homorogio enformanção p

with command to electronical than a Laboration with

Stargest Banks . . . a with co

Lincoln Home Mexicage

34654799

Low borner 25.

a kajanska kajan kajan (kajan la 1998). Propinska kajan kaja that we have been made and a supplemental made of the grant engineers The second manufacture is a supportant of the second of th of the box coeff stepic sectionit ead

or har the delt dresh to be break alt to provide of some contract of contracting a second party party of the contraction of

ROOM THERESON BANGESHERT WOOK The later that it is a very week feet a reen ek in et bisantin gent bestendi k en en en en den kompaniet bestendet vo on the transport of the property

soleti ili viletara vietti vietti tili delle Electronic State of Balance As an territorial and a state of the property a (1976), alvanika Salak (1977), Projek (1984), skalak (1976)

ok og villagne i framerer i førskiller norm i skrivet til 💎 e omborste om stædelskillet skilder i krivet 🐼 🗗 🛣 Alle Comment of the second of and among a contain to a literal common extragal are that a fine ${\bf x}_i$

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

AND SAID MOICE AGOR 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 mechanics men or material men to atte to to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all in a 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 sun 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 Mort cag e.

In case of the refusal or neglect of the Mortgagor 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 nake such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation the reof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest a the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of process 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, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized here ander. 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 be agreed upon by the cr civir and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) Jays after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described a week

It is expressly provided, however (all other provisions of this mortgage to the contrary natwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, 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 ong's the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a count of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the suc or forfeiture 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 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 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 therefor divided by the number of months to clapse before one month prior to the

Page 2 of 4

tigen in der stem seit, dit liene swerten einem die nier de bestelle bestelle verte een kulte (1907 (CRA) AVAH SEF It kan maarmen met die klie met hecht intent de term in de de de de met het de trekkelte (1907 (CRA) AVAH SEF and the first section of the section Labert tiek woodon glaongeorgitosi n

A tografus Herman 1900/2 STROM CHAR COM-

Contracting of expectations in \$250 or The control of the control of the second of

The second secon the control product of Asia Carry products of the control of the c *, * --, -,, -

And the second of the second o Control of the reason of the second of the se

in the solution of the contract of the contract of the solution of the contract of the contrac

and the second of the second of the experience of the second and the second of the sec the contract of the contract property of the contract of the c

die neuer nach der Aufgebrucht und der eine eine der Aufgebrucht der eine der eine der Ausback befolgte der Au der Aufgebrucht der Ausback und der Ausback der Ausback der Ausback der Ausback der Ausback der Ausback der Au Aufgebrucht der Ausback der

date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, 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 rents, if any, taxes, assessments, fire, and other hazard insurance premiums;

II. interest on the note secured hereby; and

III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such it me when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit contact remaining under the provisions of subparagraph (a) of the preceding par graph. 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 therwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY. Or the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profit now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and roy tries resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or subject to such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the interpret less secured hereby.

MORTGAGOR WILL CONTINUOUSLY mair tain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or here fier on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay prompt v when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and rene was 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 nationally 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 prot thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restriction or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged provers 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 nurchaser or transfer.

IN THE EVENT of default in making any monthly payment provided for herein e.e. i. the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of sair mineripal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person 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 late gagee, 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.

57455056

3 of 4
Borrower's Initials

inandigi kan tida kenderan jersa dia militar matematika ji kemili kala galabari i <mark>jalaga wiifi da</mark> Makeyon hidi keti di kegamba menjili katematika dia mengati yekat<mark>an lebih di Ref</mark>i

and the paging and was taken with the respect of the property and the key had being come if maday, n in Silving and Silving and England (1977). The man standard of the Community and the silving silving and silving silving and silving silving

o de la completa de la com La partir de la completa de la comp

The substitute of the product of the exploit of the product of the exploit of the The control of the co 3000

uk (1. forske klave (1. g.) mod da da se klavet kompt virke mer (1. g.) se se som en klavet for Da mod klavet (1. g.) se som en transk blavet klavet (1. g.) se forsk (1. g.) se som et klavet (1. g.) se som Da mod klavet (1. g.) se som et klavet med slækter (1. g.) se forsk (1. g.) se stepte til se se

(i) The street of the stree and the secondary was those and applying contago qualific termino rieg

The property of the second control of the PROSTER for the property of the second control of the second control

THERE SHALL BE INCLUDED in any decree lorselesting this mortgage and be puid out of the proceeds of any sale made in pursuance of any such decree; (1) All the costs of such cutt suits or sults, advertising sale; and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, ordered and countentary 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 Administration 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 Mortgagee.

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 Regula ic is are hereby amended to conform thereto.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective

heirs, executors, ad'a'alors, successors, and assigns the plural, the plural are popular, and the ferm "Mortg transferee thereof whether two operation of law or other	gagee" shall include any payee of the indeb erwise.	tedness hereby secured or any
WITNESS the hand a d cal of the Mortgage	or, the day and year first written.	
100 1000 200	[SEAL]	(CEAL)
Mary A. Flanks	[SEAL]	[SEAL]
	[SEAL]	[SEAL]
		
STATE OF ILLINOIS		
	35.	
COUNTY OF	0/,	
I, THE UNDERSIGNED, a not	ary public, in and for he county and State	aforesaid, Do Hereby Certify
	nd	, his/her spouse, personally
known to me to be the same person whose name 15 in person and acknowledged that	signed, sealed, and delivered the said instru	ument as HER free
and voluntary act for the uses and purposes therein se	i forth, including the release and vaiver o	t the right of homestead.
This instrument was prepared by:	GIVEN under the hard and I	Notarial Seal this
· · · · · · · · · · · · · · · · · · ·	Quent Sowie in	
		7 0
	10 day of Sanaley	15 94.
		m _h
	TO TO	Notary Public.
	OFFICIAL SKAI	
•	KAREN GLOWACKI MAG	
leturan To:	MY COMMISSION EXPIRES 2	-26-94
Peture To: Lincoln Home Mortgage 449 N. Poselle Rd. Marcher Se 60172		-
Mucola Home marigage	7465	<u>ಜನೆ</u>
449 M. Parille ld.		
1. 11		
mache, Il Enga		
됐다는 이 왕 왕으로 그는 어때는 것 같		

Page 4 of 4

Borrower's Initials

By the control of the control of

is the second of the following of the control of th

t de la M**errica de ma** destamble de l'autre de la completa del la completa de la completa del la completa de la completa del la completa della della completa della c

and the entry of the early form for the first of the entry of the entry of the entry of an entry of the entry

ing the material of the paragraph of the second of the properties of the properties

(V _A	
imperation	्राया प्रतास हो सुन्तरात्र वेर्ग (कहा १० वेरा) होत्रक कहारत वेर्म हे स्टेश्च मुद्देश विद्वार होता है।
9	
way and a second	The Same Same Control of the Same Same Same Same Same Same Same Sam
	May on Blacks See See
	and the second control of the control of the second control of the second control of the second control of the
	ELONG LIE MONTHER
i de la companya de	
	To smuled
Specifical Control Court of Market Court and Court	The state of the s
Particle of the exercise setting the control of the	and a complete and the second of the second
and the Company of the property of the company of t	and the publicance at teaching de
for the first transfer to the control of the section	e e e e transportado e e transferior anticidade de distribución de entre de el distribución de el de el distribución de el de
	in partique, aus main coas, coll
	· · · · · · · · · · · · · · · · · · ·
	T_{α}^{\prime}
	No. 10 10 10 10 10 10 10 10 10 10 10 10 10
gen A	
The state of the s	
The state of the s	
TO DEAL STORES OF THE STORES O	
。 ・	
A Committee of the Comm	
√	and the same of the contract of the contract of
	The state of the s
	The second of th

5 6 6 9 4 0 5 4 7 **9** 9

ADJUSTABLE RATE RIDER

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

THIS AD LISTABLE RATE RIDER is made this tenth day of January, 1994, and is incorporated into and shall be deemed to amend and supply ment the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower" to scure Borrower's Note ("Note") to Lincoln Home Mortgage (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

8233 South Washtenaw Chicago, IL 60652 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MCNAHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S IN IT. REST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOP ROVER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenant, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of April, 1995, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Department of Veterans A ffairs. 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 percentage point(s) (2.000%) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Charges

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.

VA Multistate ARM Rider - 10/92

THERE STANDARD THREE

NOTWENTHEN CONTINUES AND ANTAGED WITHOUT SHE APPROVAL OF THE THEORY CARRIED OF WHITE APPROVAL APPROVED

THE ADMINISTRACT RANGE THE PROPERTY OF COMMENCE TO MAKE A STATE OF STATES AND A STATES OF THE PARTY OF THE PA

ann agus 17 san af 11 sa - 1737an - 11 san 1433

ATT OF SHAPE OF THE COMMENT OF SHAPE PROPERTY APPLIES AND SHAPE OF THE SHAPE APPLIES AND SHAPE APPLIES AND SHAPE OF THE COMMENT OF THE SHAPE OF THE COMMENT OF THE SHAPE OF TH

of with Miller than 1 th the Miller to Miller than 1 the majorithm of the Miller than 1 the Miller tha

अपन्ति । विशेषकार्यः विभाग

The measurement of the contraction of the contracti

Sout of Fr. 140.

The following the continuous leading of the continuous of the continuous continuous and the continuous property of the continuous co

expense to a till sovertall to mately duty.

on the first of the second of the second of the second of the second second second second second second second The second of the first of the second second sections The second of the s

source throughousenfloor should the

on the first of the state of the first of the state of the first of the state of th

- INDICTION OF THE STATE OF

हार्वे अस्तुकार्यकृति स्वयंत्रकार्वे अस्ति । इति ।

19 1 1 1

00094054799

(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.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall be a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given. Each were the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the notice, payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Londer has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider decrease, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of the payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice) or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's of faction to return any excess payment with interest on demand is not assignable even if this Note is otherwise assigned before the demant for return is made.

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

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

Agreed Calculation of Carriera Charge

though the for using Lethnanger everyones of the second even of the Classifier of the Classifier about the same of P entre de la comparte La comparte de la comparte del la comparte de la comparte del la comparte de la comparte del la comparte de la comparte de la comparte de la comparte de la comparte del la compart interior in the control of the contr

Ogod (新山鄉区)

in the first track to any the state of the second contract of the second of a state of the state way for the t green and the first state of the control of the control of the description of the decided with the control of t ostaviski osplostnik, se topi leggener od

Percent Control of Course (3)

to military and the special exercision is a surroughly as insign to send the matter for the man i e e e defen e a mer e morgen a destituit avantalle eset. record on a record of the respective to the property of the pr ama ay in section as the construction of markets and the state of the second The second of the second was a fine of the second in some green in inspiral individue in with data to the soft exiting a in the second of มีสาราจว่า การเกาะราชการ (สาราธิ เพียง) การเมื่องเมื่อ การเ<mark>สมาชิง (สาราธิ โดยการ</mark>

 $n + (ct) n t^2$ chart. 200 (SEA)

(1, 2)3 620 25

DVA LOAN NO. 638663 LENDERS LOAN NUMBER 9360700

DVA LOAN ASSUMPTION RIDER TO DEED OF TRUST/MORTGAGE

This VA Loan Assumption Rider is made this tenth day of January, 1994, and amends the provisions of the Deed of Trust/Mortgage ("Security Instrument") of the same date, by and between Mary A. Banks , a widow, the Trustors/Mortgagors, and Lincoln Home Mortgage, The Beneficiary/Mortgagee as follows:

Adds the following provisions:

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

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 1817A of chapter 37, title 38, United States Code.

- A. FUP DIR G FEE. A fee equal to one-half of 1 percent of the balance of this loan as of the date of this fer 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 Veteran's Affairs, an officer of the United States Severiment. If the assumer fails to pay this fee at the time of transfer, the fee shall consitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or at y time feree thereof, shall be immediately due and payable. This fee is automatically waived in 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 Departmy, of Veterans Affairs for a loan to which section 1817A of Chapter 37, Title 38, United 8 tates Code applies.
- (C) INDEMNITY LIABILITY. "If this obligation is exturned, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim paymen arising from the guaranty or insurance of the indebtedness created by this instrument."

IN WITNESS WHEREOF, Trustor / Mortgagor has executed this DVA Loan Assum vira. Rider.

Signature of Trustor(s) / Mortgagor(s)

Mary A. Braks

green a spiroz wiejekuma i kama i cerebici.

DVA LOAM ASHUMERON GROEB FO OFFED OF 186 STOLOR FOXUR

APPROVALIGINARIANA ASSIBANTE A PARAMERA ABRIGA APPROVALIGINARIA AREA ELECTRATE EL MATERIA AREA ABRIGADA A BASA

The first property of the control of	
The control of the property of the control of the c	(원) -
The production of the control of the	ere e e e e

THE CONTRACTOR OF SECURITION O

Conversion Asi \ General Disconnection of the state of th

Mary is Thicks

NOFFICIAL COAN GUARANTEED LOAN ASSUMPTION POLICY RIDER

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

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this tenth day of January, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Lincoln Home Mortgage

(herein "Lender")

and covering the Property described in the Security Instrument and located at 8233 South Washtenaw Chicago, IL 60652 (Property Address)

V.A. GUAR ATEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and I inder further covenant and agree as follows:

If the indebtedn ... secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in on set on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security In irr or at or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 17 of the Security Instrument, are Lereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lende, option Horrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment of principal and interest when take 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 receds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veteral's A feirs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for suc) graranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits" the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by

TRANSFER OF THE PROPERTY: If all or any part of the Projecty or any interest in it is sold or transferred this loan may be declared immediately due and payable upon transfer ("assumption") of no property securing such loan to any transferce ("assumer"), unless the acceptability of the assumption and transfer of this loan is enablished by the Department of Veterans Affairs or its authorized agent pursuant to Section 1814 of Chapter 37, Title 38, United States Code.

REAMORTIZATION OR ADJUSTMENT OF DEBT: The interest rate, parment terms, or balance due on the loan may be indexed, adjusted, renewed or renegotiated by the Grantors under the Deed of Trust or their successors in interest and the Beneficiary under the Deed of Trust or its successors in interest. In no event shall the interest rate be increased beyond the prevailing VA rate at the time the loan was closed. The provisions of this paragraph at the cby deemed to be incorporated within the terms of the Deed of Trust and the Deed of Trust Note secured by this Deed of Trus.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants ar agreements as set forth below: (a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the inpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgage of its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provider, and at the option of the mortgagee of the indebtedness hereby secured or any transferre thereof, shall be immediately due and or at the option of automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the mortgagee or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charges affect the results of the provisions of Valence Affects for a loan to which earlier 1974 of Character 1974 and 1974 of Character 19

not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

(Sea	(Seal)	IN WITNESS WHEREOF, Morigagor(s) has e
Mortgago	 Mortgagor	Mary A. Banks
(Seal	(Seal)	
Mortgago	Mortgagor	

MEXICAL THIS KNAW IS NOT ASSESSED AS A PROBET THE APPROVAL CONCRETE DEPARTMENT OF STOLET AND AGENCY OF THE ACTION OF TYMHOA

,	The Control of the Co	, and a contract that was been presented to the property of the contract of th	
1000	The second of the second second second	and the contract of the property of the contract of the contra	
	and the second of the second o	 In the second of the second of	jaren 1
		Special Control of the Control of th	

STAN SOUTH WASHINGTON

LEATHER ST. LEGISLAND Land State Comment

 In the control of the c gar again ng kasatatan di magawatataa thing has researched globbles on

ing mengangan ang palah mengan til promot protesta i protesta i protesta i protesta i protesta i protesta i pr Transport i protesta i Transport i protesta i protesta

The second of the contraction of

The state of the s The second secon ing the section of th

346 × 30 ×

Salama diploma satispación. Dec altegration is a series of the residence of

TO THE PROPERTY OF STATE WHITE THE PROPERTY OF THE PROPERTY OF

AN AMERICAN WITH MATERIAL MATERIAL TO A CONTROL OF THE CONTROL OF

contacts on all soft may secretarized out an emalation

North State (1997)	o protosos del Originale	Baya san sawa	and the second	lings Logica
. No. 18 April 1985 - Anna San San San San San San San San San	Still the same of			mater making an area area consideration
vina (p. d)	magazani. M			
•			* 21	 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1