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95529175

VA FORM 26-6310 (Home Loan)
Rev. August 1981. Use Optional.
Section 1210, Title 38, U.S.C.
Acceptable to
Federal National Mortgage Association

- DEPT-01 RECORDING \$37.50
- T#0014 TRAH 7032 08/10/95 14:07:00
- #4730 # JW #-95-529175
- COOK COUNTY RECORDER

LOAN NO. 484120-2
CASE NO. LH 654711

ILLINOIS

MORTGAGE

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

THIS INDENTURE, made this 7th
JAMES H. MACK, A BACHELOR

day of August 1995

, between 95529175

MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION

, Mortgagor, and

a corporation organized and existing under the laws 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 Thousand Five Hundred Dollars and no/100 Dollars (\$100,500.00) payable with interest at the rate of Six and One / Half per centum (.5000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in Downers Grove , Illinois , or at such other 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 Thirty Five Dollars and 23/100 Dollars (\$835.23) beginning on the first day of October 1995 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 September 2025

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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 Mortgagor and WARRANT unto the Mortgagor, 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:

LOT 6 IN BLOCK 3 IN SHEKELTON BROTHERS THIRD ADDITION TO BELLIWOOD, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THEREWITH, the said Mortgagor agrees that should this Mortgagor die, and the Note secured hereby not be eligible for guarantee under Chapter 37, Title 38 U.S.C. (38 CFR 36.4303) within sixty (60) days from the date hereof, written notice of any default shall be given to the Veterans Administration or authorized agent of the Admistrator of Veterans Affairs dated with said sixty (60) days from the date hereof, declining to guarantee said Note and this Mortgage bearing deemed conclusive proof of such insolvency, the Mortgagor, the holder of the Note, may, at its option, declare all sums secured hereby immediately due and payable.

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

AND SAID MORTGAGOR 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 attach to said premises; to pay to the Mortgagor, as hereinafter provided, until said men to attach to said premises, 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, town, village, or city in which the said land is situated, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to pay all taxes or assessments that may be levied by authority of the State of Illinois, town, village, or city in which the said land is situated, upon the Mortgagor on account of the hazard insurance, and to keep all buildings that may be on said premises, during the continuance of said indebtedness; (3) a sum sufficient to pay all taxes or assessments that may be levied by authority of the State of Illinois, town, village, or city in which the said land is situated, upon the Mortgagor on account of the depreciation of the building or buildings, and to keep the same in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagor.

The Mortgagor, its heirs, executors, administrators, and assigns, now or hereafter attached to or used in connection with the rents, issues, and profits therefrom, 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:

THE RIDER TO STATE OF ILLINOIS HOME LOAN ASSUMPTION RIDER ATTACHED HERETO AND EXECUTED ON DATE HEREBY IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE AS IF THE RIDER WERE A PART HEREOF.

THE RIDER TO STATE OF ILLINOIS HOME LOAN ASSUMPTION RIDER ATTACHED HERETO AND EXECUTED ON DATE HEREBY IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER DESCRIBED AND IN ADDITION HERETO, ARE NOW OR HERAFTER ATTACHED TO OR USED IN CONNECTION WITH THE RENTS, ISSUES, AND PROFITS BELONGING, AND OR VERBAL STATEMENTS OF ANY OFFICER OF THE VETERANS ADMINISTRATOR OR AUTHORIZED AGENT OF THE ADMINISTRATOR OF VETERANS AFFAIRS DATED WITHIN SIXTY (60) DAYS FROM THE DATE HEREOF, DECLINING TO GUARANTEE THE SECURITY OF THE MORTGAGE BEING DEEMED CONCLUSIVE PROOF OF SUCH INSOLVENCY, THE MORTGAGE BEING DEEMED COUSCILSHE PROOF OF SUCH INSOLVENCY, THE MORTGAGEE, THE HOLDER OF THE NOTE, MAY, AT ITS OPTION, DECLINE TO PAY ALL TAXES OR ASSESSMENTS THAT MAY BE LEVIED BY AUTHORITY OF THE STATE OF ILLINOIS, TOWN, VILLAGE, OR CITY IN WHICH THE MORTGAGED PROPERTY IS LOCATED, UPON THE MORTGAGOR ON ACCOUNT OF THE HAZARD INSURANCE, AND TO KEEP THE SAME IN SUCH TYPE OR TYPES OF HAZARD INSURANCE, AND IN SUCH AMOUNTS, AS MAY BE REQUIRED BY THE MORTGAGOR.

Also known as: 1014 SOUTH 31ST AVENUE, BELLWOOD, IL 60104

Tax ID #: 15-16-210-024

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LOAN NO. 484120-2

Upon the request of the Mortgagor the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagor 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 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 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.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagor 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 long as the Mortgagor 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.

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 Mortgagor 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, now due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property (all as estimated by the Mortgagor and of which the Mortgagor is notified) less all sums already paid therefore divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagor 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 Mortgagor'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 Mortgagor 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 Mortgagor's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagor as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagor stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagor, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagor as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagor acquires the property otherwise after default, the Mortgagor 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.

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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 any debt hereby secured or any part thereof secured, and no extension of the time of payment of the debt hereby given by the mortgagor to any successor in interest of the mortgagor shall operate to release, in any manner, the original liability of the mortgagor.

"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 made and in the mortgagee's copy of this instrument; Mortgagor will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgagee's interest in the property mortgaged, and Mortgagor hereby waives the benefit of all statutes of limitations, and Mortgagor hereby waives the benefit of all statutes of laws which require the earlier execution of this mortgage, and Mortgagor hereby waives the benefit of all statutes of laws which require the earlier execution of this mortgage."

THERE SHALL BE INCLUDED in any decree regarding this mortgage and be part, 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 fees, and stenographers' fees, outlays for documentation and evidence and cost of said abstract; and examination of title; (2) all the monies advanced by the mortgagor, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate paid for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the principal indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the debtors administrators on account of the guaranty or insurance of the indebtedness secured hereby. The

IN CASE OF FORECLOSURE of this mortgage by said Mortgagor, any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for the lawyers, fees of the complainant in such proceeding, and also for all outlays for documentation evidence and the cost of a complete affidavit of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, whether the Mortgagor shall be made a party thereto by virtue of this mortgage, its costs and expenses, and all reasonable fees and charges of the attorney or solicitors of the Mortgagor, so made parties, for services in such suit or proceedings, shall be a further item and charge upon the said plaintiff under this mortgage. And all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree forced in this mortgage.

IN THE EVENT OF DEATH: 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 Mortgagor, without notice,

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as 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/she will pay promptly when due any premiums thereafter. All insurance shall be carried in companies approved by the Mortgagor and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagor, 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 Mortgagor. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagor and the insurance company concerned, and the insurance company concerned shall be liable to the Mortgagor for the amount of loss paid by the Mortgagor.

AS ADDITIONAL SECURITY for the payment of the principal, rents, issues, and profits now due or which may hereafter become due for the use of the to the Mortgagor shall be entitled to collect and retain all of said rents, issues and profits heretofore described. The Mortgagor shall be entitled to collect and retain all of said 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 of said rents, issues and profits hereafter described to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness or conveyances thereto now or hereafter in effect. The lessee, assignee or subscriber of such oil, gas or mineral leases is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness

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LOAN NO. 484120-2

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 HEREIN 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 Mortagor, the day and year first written.

James H. Mack

(SEAL)

(SEAL)

JAMES H. MACK

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF Cook

ss:

I, Theresa M. Lupi, a notary public, in and for the county and State aforesaid, Do
Herself Certify That JAMES H. MACK, A/BACHFLOR

personally known to me to be the same person whose signature subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

This instrument was prepared by:

COREEN MENTGEN
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 300
DOWNERS GROVE, IL 60515

GIVEN under my hand and Notarial Seal this
day of August 1995

Theresa M. Lupi
Notary Public.

STATE OF ILLINOIS

Mortgage

OFFICIAL SEAL
Theresa M. Lupi
Notary Public, State of Illinois
My Commission Expires 10/3/98

TO
MIDWEST FUNDING CORPORATION
1020 31st Street, Suite 300, Downers Grove, IL 60515

Doc. No.

Filed for Record in the Recorder's Office of
County, Illinois, on the
day of , A.D. 19
, at o'clock . m., and
duty recorded in Book , page

Clerk.

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CITY OF CHICAGO

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Property of Cook County Clerk's Office

45529175

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LOAN NO.484120-2

ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 7th day of August , 1995 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
MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1014 SOUTH 31ST AVENUE, BELLWOOD, IL 60104

(Property 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:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of January , 1997 , and 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 Affairs. 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 and Three / Quarters percentage points (2.7500 %) 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 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.

(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.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Adjustable Rate Rider.

James H. Mack
James H. Mack

Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

(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 make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. In the monthly payment which begins on the change date, Borrower shall make a payment in the new monthly amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. The new monthly payment amount, and (viii) any other information which may be required by law from time to time.

(F) Notice of Change

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 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 with 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 make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. The new monthly payment amount, and (viii) any other information which may be required by law from time to time.

LOAN NO. 484120-2

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LOAN #: 484120-2
CASE #: LH 654411

Veterans Affairs Rider To The Deed of Trust/Mortgage

This Rider is made this 7th day of August 1995 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor")

JAMES H. MACK, A. BACHELOR

and covering the property described in the instrument and located at (Property Address):

1014 SOUTH 31ST AVENUE, BELLWOOD, IL 60104

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 appears 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.

MORTGAGOR

James H. Mack
MORTGAGOR JAMES H. MACK

MORTGAGOR

MORTGAGOR

8-7-95

DATE

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Case 11

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DVA LOAN NO.	LENDERS LOAN NO.
LH 654411	484120-2

DVA HOME LOAN ASSUMPTION RIDER TO DEED OF TRUST / MORTGAGE

This VA Loan Assumption Rider is made this 7th day of August 1995 and amends the provisions of the Deed of Trust / Mortgage, (the "Security Instrument") of the same date, by and between

JAMES H. MACK

, the Trustors / Mortgagors, and

MIDWEST FUNDING CORPORATION
AN ILLINOIS CORPORATION

The Beneficiary / Mortgagee, as follows:

Adds the following provisions:

THIS LOAN IS NOT ASSUMMABLE 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 3714 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 Administrator 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. 3729 (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 3714 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."

IN WITNESS WHEREOF, Trustor / Mortgagor has executed this VA Loan Assumption Rider.

Signature of Trustor(s) / Mortgagor(s)

Borrower

James H. Mack
JAMES H. MACK

Borrower

Borrower

GLBF FORM 4848

Borrower

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