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VA FORM 10-1004
MORTGAGE
RECORDED IN THE
CITY OF CHICAGO
REGISTRATION NUMBER
100-10040
DATE REC'D.
10-10-94
RECORDED
10-10-94
RECORDED
10-10-94

13-58803
ILLINOIS
CHICAGO
COUNTY
RECORDS
100-10040
99983304

MORTGAGE

VA FORM 10-1004
10-94

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT
THE APPROVAL OF THE DEPARTMENT OF
VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.
The attached VA RDR is made a part of this instrument.**

THIS INSTRUMENT made the twenty fifth day of January, 1994,

between
Albert M. Thompson, Subscripted, a single person,

and L. Davis and Company
a corporation organized and existing under the laws of Illinois.

Mortgagee and

Mortgagor.

WITNESSETH: That whereas the Mortgagor is duly indebted to the Mortgagee, as is evidenced by a written promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing date hereinafter, in the original sum of Ninety Three Thousand Nine Hundred Forty four dollars (\$93,944.00) plus interest at the rate of Seven and One Half per centum (7.50%) per annum on the unpaid balance until paid, and thereafter to the order of the Mortgagee at its office in Elgin, Illinois, or at such other place as the holder may designate in writing, or delivered or mailed to the Mortgagee, the said principal and interest being payable in monthly installments of Six Thousand Four Hundred Forty Four Dollars (\$6,444.00) beginning on the 1st day of March, 1994, and continuing on the first day of each month thereafter until the same is fully paid, except that the final amount of principal and interest, if not earlier paid, shall be due and payable on the first day of February, 1999.

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座地, lying, and being in the County of and the State of Illinois, to wit:

LOT 30 AND THAT PORTION OF LOT 31 LAYING IN AND THAT PORTION OF VACATED UPTOWN AVENUE
BETWEEN THE EAST AND WEST LINE OF SAID LOT 30 AND THE WEST LINE FRONT OF LOT 31
PROMINENTLY MARKED BY THE ADDRESS TO 100 T. GARDNER RESIDENTIAL, BEING A
SUBDIVISION OF PORTION OF LAND ACROSS THE UPTOWN PARK AVENUE IN THE CITY OF ELGIN,
IL, OF WHICH 100 T. GARDNER IS PORTION, PAYING TO A TRUSTEE OF THE TRUST FIVE HUNDRED DOLLARS
IN CURE CREDIT, DUE JUNE.

Property Address Block A- 100 T. GARDNER Street, Elgin, IL 60131

100 T. GARDNER

This deed is being re-recorded
to add the VA Assumption
Rider.

PROVIDED that all covenants, conditions and stipulations herein contained, and the laws, leases, and profits thereof, and all fixtures now or hereafter attached to or used in connection therewith, shall be deemed to be subject to all covenants, leases, the following described household effects, which are, and shall be deemed to be, fixtures and a part of the property, and are a part of the property for the satisfaction herein mentioned.

1-94

This deed is being re-recorded for the second time to replace the
FHA mortgage that was recorded February 4, 1994, Instrument
number 94-120912. The FHA mortgage was recorded in error.

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TO HAVE AND TO HOLD the above-mentioned premises, with the appurtenances and fixtures, with the land thereupon, in common ownership. However, for the purposes of this Deed, the term all rights and interests means and by virtue of the Maharashtra Tenancy Laws of the State of Maharashtra, which said rights and interests the said lessor and lessee hereby expressly reserves and

AND SAID LESSOR AND LESSEE, hereinafter and agree-

To keep and preserve the said property, and how so ever, as perintend to be done, upon said premises, anything that may damage the same thereof, or of the property situated or be situated by virtue of this Deed, and to settle any loss or damage that may have been suffered due to damage or any destruction, to give to the lessor, as compensation demanded, and said lessor is fully paid. (2) to cause 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 Maharashtra, or of the municipal body, village, or any other authority under which the said lessor is situated, upon the lessor or the owner of the lessor, through 171 a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said tenancy, covered by the lessor, also keep repaired, or in a good condition, to the principal tenancy, said to property money ; (3) to pay, after demand and shall be paid out of proceeds of sale of the property, if any such be paid by the lessor.

In case of the return or capture of the lessor or either such premises, or in case of any price less or consideration other than that the lessor or lessor's agent has paid, or in case of any other payment made by the lessor, the lessor shall pay such taxes, assessments, and other payments, taxes due, and all other costs, expenses or the property lessor engaged to keep sufficiently to defray necessary for the proper preservation thereof, as a sum sufficient to pay all expenses that become or become subsequently necessary, covered by the lessor, also keep repaired, or in a good condition, to the principal tenancy, said to property money ; (4) to pay, after demand and shall be paid out of proceeds of sale of the captured premises, if any such be paid by the lessor.

Upon the request of the lessor the lessor shall cause to be furnished a copy of each bill of cost for the work or works referred to the lessor for the lessor, consumption, expenditure, or expenses, or repair of said premises, the value of which is agreed to be paid for the lessor, and for any other further additional amount that may be shown that the lessor thereby has a party and as fully as if the lessor demanded. (5) to pay all damages arising from any act of omission, carelessness, negligence, or want of due diligence on the part of the lessor for the lessor's premises and shall be liable to pay all expenses for such damage as may be agreed upon by the lessor and lessor. Pending an agreement otherwise, the value of the less or sum so demanded shall be due and payable thirty (30) days after demand by the lessor to an extent that the lessor cannot liquidate the whole amount of the sum due described above.

It is expressly provided, however, and under protest of the lessor to the contrary, notwithstanding, that the lessor shall not be required to pay or bear the costs of any action, or defense, or defense, or any other expense or expense or against the person described herein or any party thereto or the lessor or lessor's agent, or any of the lessor's agent, to pay said costs, unless the same be the wholly caused by an express legal proceeding brought on account of damage, or neglect, which shall appear to prevent the collection of the less or lessor, or less to commence and carried to the lessor or the lessor and lessor to any party thereto to satisfy the same.

AND the said lessor further certifies and agrees as follows:

Property is now and in property of the lessor, without protest or less, the entire indebtedness to the lessor lessor can less than the value of one thousand, or one thousand rupees (Rs. 1000/-), whatever is less. Property as less shall be certified as the less received. Partial payment, either before or subsequent due date, shall not be construed until the same following statement does not state due after such payment, without a cert.

Together with, and in addition to, the monthly payment of principal and interest payable under the terms of the above-mentioned Deed, the lessor will pay to the lessor on the tenth day of each month or thereafter, on the first day of each month until the last day in full, the following sum:

- (a) A sum equal to the greater of— (i) one thousand, plus the proportion that will arise between due and payable on payment of less and other unpaid lessors covering the unexpired property, plus less and assessments due less on the unexpired property (ii) as determined by the lessor, and (iii) where the lessor is entitled to all rents already paid therefor divided by the number of months in a year and the day thereof paid in the

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THIRD MAIL BOX CONTRACT. In consideration of the premises of this note and
subject to payment of any such taxes, it is agreed to make and to keep, hold, and
possess the property, furniture, and fixtures, hereinafter described and set out and defined and
contained in this C of the notes delivered by the Mortgagor, of any, for any purpose whatsoever to the Mortgagor, who
is bound on this obligation at the time provided for in the present instrument, from the date such notes are made (D) or
the agreed time hereinbefore named for the satisfaction thereof (E) all the last principal amount remaining unpaid,
(F) all taxes paid by the Department of Revenue and amount of the property or its value of the real estate
named above. The receipt of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay and make at the time and in the manner aforesaid and shall make by, namely book and day
payment of all accounts and expenses herein, then the Mortgagor shall be held and held and Mortgagor has, under the
above terms and conditions, the right to foreclose, exercise a power of sale, or negotiate the mortgage, and shall have liberty to sell
the property of all values he has which respects the other obligation or debt of such notes so constituted by Mortgagor.

The time of the instrument shall remain in full force and effect during the continuance of existence of the time of
existence of the instrument or any part thereof having remained, and no extension of the time of payment of the debt hereby
agreed upon by the Mortgagor or any extension to himself of the Mortgagor shall operate so as to affect, in any manner, the
continuation of the Mortgagor.

If the instrument is executed fully by government or issued under Title 38, United States Code, such Title and
Instrument shall thereafter and to all on the date thereof shall give to the right, claim and title of the parties thereto,
and any extensions of time of either instrument executed in accordance with said instruments which are executed with and
will be deposited by the parties thereto to evidence thereof.

THE COVENANTS CONTAINED HEREIN SHALL BE, AND THE BORROWER AND LENDER AGREE, IN THE EXERCISE
HEREOF, CONSIDERATION RECEIVED, AND CONSENT OF THE PARTIES HERETO, THAT NEITHER PARTIE SHALL MAKE ANY
CLAIM OR PLAINTS AGAINST THE OTHER ("MORTGAGOR") UNLESS WRITTEN IN FORM OF THE CONTINUATION HEREBY PROVIDED OR THE
CONTINUATION HEREBY BE APPROVED BY THE OTHER.

WITNESS on this and each of the following, the day and year first written.

Albert M. Langdon, JR. 1941
Albert M. Langdon, Jr.

1941

1941

STATE OF ILLINOIS

COUNTY OF ILI

RECEIVED APRIL 17, 1941, CLERK'S OFFICE, CITY OF CHICAGO, ILLINOIS, ON AND FOR THE COUNTY AND STATE aforesaid. The Monday Chicago
Post, dated April 17, 1941, is herewith acknowledged to be the copy of instrument aforesaid filed on the day of April 17, 1941, and
is given and acknowledged as such. Dated April 17, 1941, at Chicago, Illinois, and delivered to the Clerk's Office of the City of Chicago, ILLINOIS, and
acknowledged and for the use and purposes herein as such, including the return or delivery of the right of service.

This instrument was prepared by A.M. Langdon, Jr.

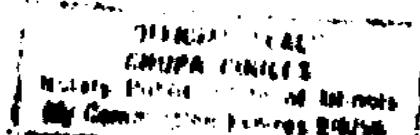
Albert M. Langdon, Jr.
1941
A.M. Langdon, Jr.

RECEIVED APRIL 17, 1941, CLERK'S OFFICE

day of

Albert M. Langdon, Jr.

MARY KEE



RECEIVED APRIL 17, 1941
CLERK'S OFFICE

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COOK COUNTY RECORDER
34674 L/C *-95-543334
146666 TRAH 8635 08/24/95 12136100
DEPT-01 RECORDING 131.50

94256933

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VA ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION POLICY RIDER is made this 25th day of January, 19 94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed in Secure Debt ("Instrument") of the same date herewith, given by the undersigned ("Mortgagor") to secure the Mortgagor's note ("Note") of the same date to

CARL L. BROWN AND COMPANY

its successors and

assigns ("Mortgagee") and covering the property described in the instrument and located at:

3043 Went 85th Street, Chicago, IL 60652

(Property Address)

Notwithstanding anything to the contrary set forth in the instrument, Mortgagee and Mortgagor hereby acknowledges and agrees to the following:

GUARANTY: Should the Veterans Administration fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Veterans Administration 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 law provided.

TRANSFER OF THE PROPERTY: If all or any part of the property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferee ("assumer"), unless the acceptability of the assumption and transfer of this loan is established by the Veterans Administration or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United States Code.

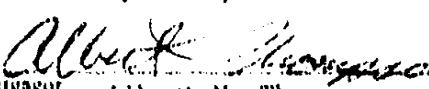
An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

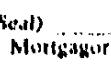
(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of 1 percent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the mortgagee or its authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already created by this instrument, shall bear interest at the rate herein provided, and, at the option of the mortgagee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U. S. C. 1829 (b).

(b) **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 charge shall not exceed the maximum established by the Veterans Administration 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 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, Mortgagor(s) has executed this Assumption Policy Rider.

Mortgagor

(Seal) _____ (Seal)
Albert M. Thompson

Mortgagor

(Seal) _____ (Seal)
Albert M. Thompson

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return to
A. Brown
111 W. 3rd St.
Chicago, IL 60603
Tracy Reese