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AFTER RECORDING RETURN TO
BANCPLUS MORTGAGE
CTO - VERNON HILLS
238 LAKEVIEW PKWY
VERNON HILLS, IL 60061

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1978 JUN 23 4 27 PM '78

THIS MORTGAGE BEING RE-RECORDED TO ATTACH VA RIDER

VA Form 20-6210 (Home Loan)
Revised Aug. 1961 Use Correct
Edition 1966. Title 38 U.S.C.
Subject to Federal National
Mortgage Association

[Space Above This Line for Recording Date]

MORTGAGE

ILLINOIS
LMI #: 9870388
VA #: 0020000301

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

THIS INDENTURE, made this 23RD day of JUNE, 1978, between
SCOTT F. GORMEY AND
LINDA KAY GORMEY, HUSBAND AND WIFE

Mortgagor, and BANCPLUS MORTGAGE CORP., a corporation organized and
existing under the laws of the State of Texas, Mortgagee

WITNESSETH That whereas the Mortgagor is justly indebted to the Mortgagee, as
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 TWENTY THREE THOUSAND AND NO/100
Dollars (\$ 123,000.00) payable with interest at the rate of
EIGHT AND ONE HALF
% per annum per annum on the unpaid balance until paid, and made
payable to the order of the Mortgagee at its office in SAN ANTONIO, TX 78218
at 9601 MCALLISTER FRWY 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
NINE HUNDRED FORTY FIVE AND 77/100
Dollars (\$ 945.77) beginning on the first day of AUGUST
1978, 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 JULY, 2026

NOW, THEREFORE, the said Mortgagor, for the better 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.

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VLS

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to successors or assigns, the following described real estate abjects, lying and being in the county of COOK and the State of Illinois, to wit:
LOT 1 AND THE EAST 20 FEET OF LOT 2 IN BLOCK B IN L. M. JACOBSON'S RIVER ROAD SUBDIVISION OF THE NORTH 800 FEET OF THE WEST 1/2 OF THE NORTH 165 FEET OF THE SOUTH 230 FEET OF THE NORTH 800 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Estate Tax (21) 12-35-101-048 Tax ID:
Values 071

PROPERTY ADDRESS:
8701 W. FULLERTON AVENUE
RIVER GROVE, IL 60071

MAILING ADDRESS:
8701 W. FULLERTON AVENUE
RIVER GROVE, IL 60071

TOGETHER with all and singular the tenements, appurtenances 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:

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors or assigns, forever, for the purpose and upon terms set forth hereon and in the instrument under and by which of the Homestead Exemption Law of the State of Illinois, which law, rights and benefits the said Mortgagee 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 or right to be affected by virtue of this instrument; not to suffer any form of mechanics lien 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 is situated, 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.

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 instrument, 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.

Upon the request of the Mortgagee the Mortgagee 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 hereunder. Said

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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, that other provisions of this mortgage in a contrary notwithstanding, 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 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 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 thereon and 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 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 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.

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If the total of the payments made by the Mortgagor under subparagraph (d) 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 Mortgagor's option as Trustee, shall be refunded to the Mortgagor. 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 Mortgagee as Trustee the 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 balance remaining under the provisions of subparagraph (d) of the preceding paragraph. If there shall be 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 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 Mortgagor under said subparagraph (d) 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 secured the Mortgagor does hereby assign to the Mortgagee all the rents, issues and profits now due or which may hereafter become due for the use of the premises hereinafter described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses 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 profits, bonuses, issues, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTRAJOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged in event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

IN THE EVENT that the whole 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

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...with or without notice to the said Mortgagor, or any party claiming under said
...with or without regard to the solvency or insolvency of the time of such
...with or without regard to the value of said premises or whether
...shall be occupied by the owner of the equity of redemption, a
...appoint a receiver for the benefit of the Mortgagee, with power to collect the
...and profits of the said premises during the pendency of such foreclosure
...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 sums necessary for the protection and
...preservation of the property

IN CASE OF FORECLOSURE of the 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 proceedings, 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, or made parties, for services in such suit or proceedings, shall be a further
lien and charge upon the said premises under the mortgage, and all such expenses shall
become so much additional indebtedness secured hereby and be allowed in any decree
foreclosing this mortgage

THERE SHALL BE INCLUDED in any decree foreclosing the mortgage and be paid out
of the proceeds of any sale made in pursuance of any such decree (1) As the costs of
such suit or suits, advertising, sale, and conveyance, including reasonable attorneys',
solicitors', and stenographers' fees, and charges for documentary evidence and cost, and
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 Affairs
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 Mortgages 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 tenor 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 the
or other instruments executed in connection with said indebtedness which are inconsistent
with said Title or Regulations are hereby amended to conform thereto

The Grantors covenant and agree that so long as this Mortgage and the said note
secured hereby are insured under the provisions of the Servicemen's Readjustment Act of
1944, they will not execute or file for record any instrument which imposes a restriction
upon the sale or occupancy of the mortgaged property on the basis of race, color or
 creed. Upon any violation of this undertaking, the holder of the note may, at its option

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declare the unpaid balance of the debt secured hereby immediately due and payable

And the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this Mortgage under the provisions of the Servicemen's Readjustment Act of 1944, it is understood in the amount of the note secured hereby, within sixty days from the date the loan would normally become eligible for such guaranty, the beneficiary herein may, at its option, be exercised at any time hereafter, declare all sums secured by this Mortgage immediately due and payable

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. Whenever used, the singular number shall include the plural, the plural the singular, and the term "Mortgages" shall include any payee of the indebtedness hereby secured or any transferee hereof whether by operation of law or otherwise

SEE ASSIGNMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH RECITED HEREIN VERBATIM.

WITNESS the hands and seals of the Mortgagor(s), the day and year first written

Borrower(s)

Scott F. Conroy
SCOTT F. CONROY

(Seal)

Andrea Kay Conroy
ANDREA KAY CONROY

(Seal)

(Seal)

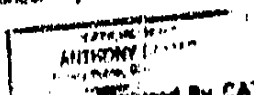
(Seal)

STATE OF ILLINOIS
COUNTY OF Cook

} ss:

I, *Scott F. Conroy*, a notary public, in and for the county and State aforesaid, do hereby certify that *Scott F. Conroy and Andrea Kay Conroy* are the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that I signed, sealed, and delivered the said instrument as and voluntary act for the use and purpose therein set forth, including the release and waiver of the right of homestead

Given under my hand and Notarial Seal this *23* day of *March*, *1975*



Notary Public

This instrument was prepared by CATHY SEKULC.

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DEPT-01 RECORDING
140011 TRAN 0202 09/27/95 14:44:00
42418 & RV * -95-655857
COOK COUNTY RECORDER

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LOAN: 10875290

THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THE DEED OF TRUST/MORTGAGE/SECURITY DEED DATED THE 23RD DAY OF JUNE, 1995, MADE AND ENTERED INTO BY

SCOTT F. GORNEY

LINDA KAY GORNEY

MORTGAGOR(S), AND BANCPLUS MORTGAGE CORP.

MORTGAGEE. THE DEED OF TRUST/MORTGAGE/SECURITY DEED IS HEREBY AMENDED TO ADD THE FOLLOWING:

Acceleration Clause: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1814 of chapter 37, title 38 United States Code.

Funding Fee Clause: 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 loan holder or 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 provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b).

Processing Charge Clause: 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 Department of Veterans Affairs for a loan to which section 1814 of chapter 37, title 38, United States Code applies.

Indemnity Liability Assumption Clause: 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.

Scott F. Gorney

SCOTT F. GORNEY

Date

Linda Kay Gorney

LINDA KAY GORNEY

Date

9/2/95

Date

Date

LG07 08/95

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