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DEPARTMENT OF VETERANS A	FFAIRS OR ITS AUTHORIZED AGEN	T.
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VA FORM 26-6310 (Home Loan)	. DEPT-01 RECORDI	NG \$37.50
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Section 1810, Title 38, U.S.C.	, \$5025 \$ RV	×-95-061066
Acceptable to Federal National	ORTGAGE . COOK COUNTY F	RECORDER
Mortgage Association		:
	to the second of	4.000
THIS INDENTURE, made this (3)	2 day or January	, <u>1995</u> ,
between CYNTHIA E. RANDALL-VAVAL	AND JEAN MARIE VAVAL, SR., A	AS HUSBAND
AND WIFE, IN JOINT TENANCY	TATE	
Mortgagor, and ALWAYZ MORTGAGE S	SRVISES, INC.	La large of
	rganized and existing under t Mortgagee.	ue rame or
THE STATE OF ILLINOIS		
WITNESSETH: That whereas the	Mortgagor is justly indept	ed to the
Mortgagee, as is evidenced by	certain promissory note exe	ecuted and
delivered by the Mortgagor, in f	avor of the Nortgagee, and Dec	
date herewith, in the principal	sum of One Hundrad Elghteen in	iousand
Two Hundred and 00/100	Pollars (\$ 1	18,200.00)
payable with interest at the rat	or Nine and Suu/1700	the unpaid crtgagee at
balance until paid, and made pay	(9.500%) per annum on	cue dibara
its office in SCHAUMBURG, IL. 6		rtgagee at (7)
108 Office in Schnorbung, in. of	r at such other place as the	_
designate in writing, and deliv	ared or mailed to the Morco	norder may
said principal and interest bei	ng payable in monthly instal	Nents of
Nine Hundred Ninety Three and 89	'100	Dollars
(\$ 993.89) beginning on the	100 first day of March	4
1995 , and continuing on the fi	rst day of each month thereaf	ter until
the note is fully paid, except t	hat the final payment of prin	ncipal and
interest, if not sooner paid, she	ill be due and payable on the	first day
of February , 2025 .		
NOW, THEREFORE, the said Mort	gagor, for the better securi	ng of the
payment of said principal sum of	money and interest and the pe	erformance
of the covenants and agreemen	ts herein contained, does	by these
presents MORTGAGE and WARRANT u	nto the Mortgagee, its succ	essors or
assigns, the following described	real estate situate, lying,	and being
in the county of COOK	and the State of Ill:	inois, to
wit: War and the second of the		1 (2)
F2076.LMG (11/94)	Page 1 of 7	-1 F. J. V
Co.		المسام الأساد

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LOT 35 IN BLOCK 2 IN MILLER'S 79TH AND KEDZIE AVENUE MANOR, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PIN# 19-26-420-010

Address: 7829 S. Spaulding Chicago, Ic 60652

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

Range/Oven, Refrigerator, Dishwasher, Clothes Washer, Dryer, Garbage Disposal, Vent Fan, W/W Carpet,

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, 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 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

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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 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 of types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

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 make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the cale 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 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 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 lidity 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

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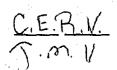
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and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following 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 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 ot 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:
 - 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 as Trustee, shall be for such items or, at the Mortgagee's option 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 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 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 Mortgagee



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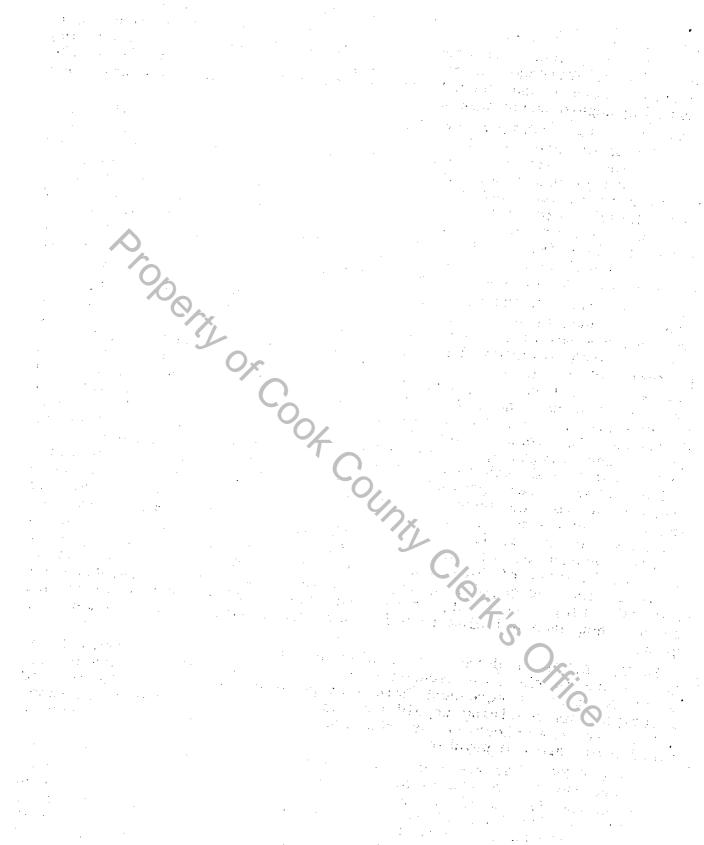
acquires the property otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the 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 hereinabove described. The Mortgagor 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, rents, revenues or royalties to the owner of the indebtedness secured hereby. MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when 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 neld by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgager 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

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 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 or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with

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power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure sult 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 stenographer's 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 energies 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.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of cirle; (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 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 Regulations are hereby amended to conform thereto.

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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.

operation of law or otherwise. WITNESS the hand and seal of the Mortgagor, the day and year first written. STATE OF ILLINOIS 68: COUNTY OF COOK notary public, in and for the I, I BO UNIVER OFFICE county and State aforesaid, Do Hereby Certify That CYNTHIA E. RANDALL-VAVAL and JEAN MARIE VAVAL, 58. her husband, his/her spouse, personally known to me to be the same person whose name(s) have subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the free and voluntary act for the uses said instrument as their and purposes therein set forth, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial This instrument was prepared by: 1/3rd Seal this day of SUSAN M. LARSON January ALWAYZ MORTGAGE SERVICES, INC. 1756 W. WISE ROAD Notary SCHAUMBURG, IL 60193 "OFFICIAL SEAL" DIANE M. TROINIAR Notary Public, State of Illinois My Commission Expires 5/4/97



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VA GUARANTEED LOAN RIDER

For use with FNMA/FHLMC uniform instruments for U.S. Department of Veterans Affairs quaranteed loans

This VA GUARANTEED LOAN RIDER is made this 23rd day of January and is incorporated into and shall be deemed to amend and supplement a Mortgage, Daid 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 ALWAYZ MORTGAGE SERVICES, INC.

(herein "Lender") and covering to Property described in the security instrument and located at 7829 S. SPAULDING CHICAGO IL. 60652

(Property Aloress)

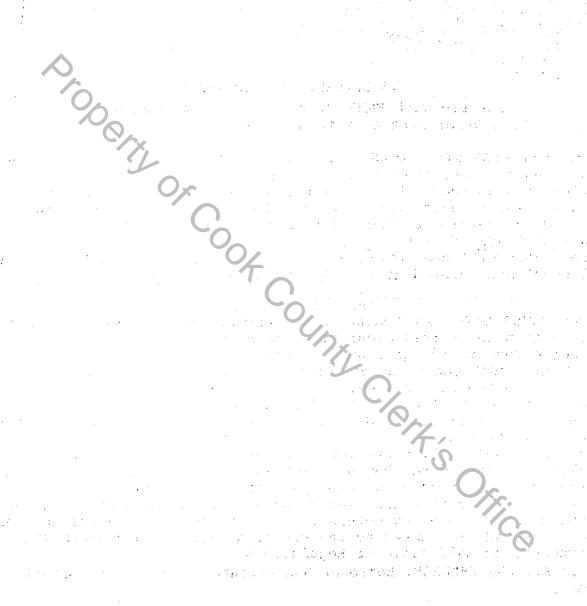
VA GUARANTEED LOAN COVENANT. In addition to the covenants and agreements made in this security instrument. Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Tegulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the security instrument 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 or the secured indebtedness pursuant to Covenant 17 of the security instrument, are hereby amended or negated to the extent necessary to conform sich instruments to said Title or Regulations.

IN WITNESS WHEREOF, Borrower has executed this VA Guaranteed Loan Rider.

Borrower JEAN MARIE

VA GUARANTEED LOAN RIDER - 1 to 4 Family - 7/76 - FNMA/FHLMC UNIFORM INSTRUMENT (U.S. DEPARTMENT OF VETERANS AFFAIRS APPROVED) (2552 - 8)F11740.LMG (1/95)



LH650096

LENDERS LOAN NO. 9410-1345

VA HOME LOAN ASSUMPTION RIDER TO DEED OF TRUST / MORTGAGE

Deed of Trust / Mortgage, the 'Society' instrument') of the same defe, by and between CYNTHIA E. BANDALL-YAVAL AND JEAN MARIE VAVAL, SR., AS HUSBAND AND WIFE, IN JOINT TENANCY. The Beneficiary' Mortgage, as follows: Active the following providence: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. This loan is immediately due and psycioly upon transfer of the property securing such loan to any transferce, unless the acceptability of the assumption of the loan is established pursuant to suction 1814 of chapter 37, title 38, tuitled States Code. A. Funding Fee. A fee equal to one-fail of 1 percent of the balance of the loan as of the date of transfer of the property sha be populate at the time of transfer to the loan hister or its submitted again, as instead or the Department of Vaterians Affairs. If the assumer fails to pay this fee at the time of loads fail, the fee shall constitute an additional dual to that assumer is exempt under the introductions thereof, shall be immediately due and psycide. This fee is automatically waived if the desaurier is exempt under the provisions of 30 U.S.C. 1928(b). B. Processing Charge. Upon application for approval to pilor assumption of this form, a processing few may be charged by the foun holder or its southorized again for advantable file continued again. The sean, of this strain drain and assumer is exemption to vertice of the season of this strain drain and subsequently revealing the holder of the surface of the vietness of the instruments or an approved transfer is completed. The exempt of the strain drain strain was all the surface of the vietness of the instruments or an approved transfer is completed in the care and of the observation of the vietness of the instruments or an approved transfer is completed. C. Indemnity Liability. "If this obligation is assumed, then the assumer firetly agrees to assume of the indebtedness created by this instrument." As HUSBAND AND WIFE, IN JOINT TENANCY. In t	
MARIE VAVAL, SR., AS HUSBAND AND WIFE, IN JOINT TENANCY the Trustore / Mostgagors, an ALWAYZ MORTGAGE SERVICES, INC. The Benelicary / Mortgagor, as follows: Active the following provisions: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. This loan is immediatory due and payably inport intensier of the propenty securing such toon to any transfere, unless the acceptability of the assumption of the loan is established pursuant to section 1914 of chapter 37, title 38, United States Code. A. Funding Fee. A fee equal to one-field of 1 precent of the belance of this loan as of the date of transfer to the loan hidder or its authorized agent, as trusted for the Department of Veterans Affairs, if the security of the security	This VA Loan Assumption Rider is made this 23rd day of January . 1995 and amends the provisions of the
Adds the following provisions: This Loan Is NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. This loan is immediately due and payable pron transfer of the property securing such loan to any transferce, unless the acceptability of the assumption of the loan is established pursuant to section 1914 of chapter 37, title 38, tuited States Code. A. Funding Fee. A fee equal to on-shall of 1 percent of the balance of this beam as of the date of transfer of the property shall be populated the time of transfer to the Sin hister or its authorized agent, as invested or the Department of Votenna Affairs. If the assumer fails to pay this tee at the time of transfer, the tee shall constitute an adultional dubt to that already succince by the fraturents, shall be an interest at the rate heart provided, and at the option of the payers of the individual due to the already succince by the fraturents, shall be an interest at the rate heart provided and at the option of the payers of the individual due to the already succince by the fraturents, shall be immediately due and payable. This fee is automatically valved if the assumer is exempt under the provisions of 30 U.S.C. 182(b). B. Processing Charge. Upon application for approval to side assumption of this foan, a processing fee may be charged by the can holder or its automatical agent for determining the creative affaires of the assumer and subsequently revolving the hallow ownselby records whem an approved transfer is completed. The enough of this charge shall not excended the readmining to water and other teethers and approved transfer is completed. The enough of this charge shall not excended the readmining the object of the shall be added to the shall be added	
The Boneliclary / Modrageo, as follows: Adds the following provisions: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE U.S. DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. This loan is immediately due and payable spon hansier of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established passant to section 1814 of chapter 37, title 38, United States Code. A. Funding Fee. A fee equal to one-half of 1 procent of the balance of this loan as of the date of transfer to the feigh hidder or its sufferited agent, as trustee for the Department of Votronas Affairs. If the assumer fails to pay this fee at the time of smaller, the less shall constitute an additional debit to that large secured by the instrument, shall bear interest at the rate hearing payable of the less shall constitute an additional debit to that large secured by the instrument, shall bear interest at the rate hearing payable of the less shall constitute an additional debit to that large secured by the instrument through shall be himsdeitely due and payable. This fee is automatically waived if the assumer is example under the provisions of 38 U.S.C. 1828(b). B. Processing Charge. Upon application for approved to sally assumption of this foan, a processing fee may be charged by the feet of its such order of its such order agent for desembling the conflict of the constitution of the new processing fee may be charged by the feet of the control of the control of the charge of the neutron and substances agent for desembling the control of the charge of the neutron and substances agent for desembling the control of the charge of the neutron and substances by the U.S. Department of Veterans Affairs to a done to which excelled 164 of chapter 37, fills 30. United States Code applica. C. Indemnity Liability. "If this obligation is assumed, then the assumer foreign part and the charge of the independence of	
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