

# UNOFFICIAL COPY

96165451

G# 95-48-543-CF

AFTER RECORDING MAIL TO:  
WESTAMERICA MORTGAGE COMPANY

1 S. 660 MIDWEST ROAD  
GAKBROOK TERRACE, IL. 60161

DEPT-01 RECORDING 135.00  
T40012 TRAF 9431 03/05/96 11:37:00  
#995 # CG # -76-165451  
COOK COUNTY RECORDER

LN# 00100795 #95  
AP# 00100795 #96

(Space Above This Line For Recording Data)

VA FORM 26-6710 (HOME LOAN)  
REV. AUGUST 1991, USE OPTIONAL  
SECTION 1810, TITLE 38, U.S.C.  
ACCEPTABLE TO FEDERAL NATIONAL  
MORTGAGE ASSOCIATION

ILLINOIS

## MORTGAGE

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE PRIOR APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT, SUCCESSORS OR ASSIGNS.**

THIS INDENTURE, made this 29th day of February, 1996, between  
TODD B. MAGEE and KHAMELLE A. MAGEE, HUSBAND AND WIFE

Mortgagor, and WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION, a corporation  
organized and existing under the laws of THE STATE OF COLORADO  
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 Thirty Nine Thousand Five Hundred Thirty Six Dollars and no/100 Dollars (\$139,536.00) payable with interest at the rate of Seven per centum ( 7.0000 %) per annum on the unpaid balance when paid,

and made payable to the order of the Mortgagee at its office in 5655 S. YOSEMITE STREET, ENGLEWOOD, CO. 80111, 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 Twenty Eight Dollars and 34/100 Dollars (\$928.34) beginning on the first day of April, 1996, 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 March, 2026

BOX 333-071

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CASE NO. L# 660042

PAGE 2 OF 6

ISOMVITELKAWVAADATIMOSITY

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 Mortgagee does hereby expressly release and waive.

TOGETHER with all and singular the covenants, conditions, restrictions 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 hereby mentioned:

1798 0304 piece

TAX ID #32-36-114-003-0000

LOT 26 IN CAROLINA SUBDIVISION FIFTE ONE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, the said Mortgagee, 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 situate, lying, and being in the county of COOK and the State of Illinois, to wit:

AP# 00100795 #96

TRM 00100795 #96

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AP# 00100795 #96

LN# 00100795 #96

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

In the 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 sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized 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 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 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

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AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagee does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for said rents, issues and profits and all other moneys and profits which may be due to the Mortgagee from the use of the premises hereinafter described. The Mortgagee shall be entitled to collect and retain all of said rents, issues and profits and shall have the right to assign the same to any person or persons, and the same shall be deemed to be assigned to the Mortgagee as soon as the Mortgagee shall be notified in writing of the assignment. The Mortgagee shall be entitled to collect and retain all of the net proceeds of the sale of the premises hereinafter described, and the Mortgagee shall be entitled to assign the same to any person or persons, and the same shall be deemed to be assigned to the Mortgagee as soon as the Mortgagee shall be notified in writing of the assignment. The Mortgagee shall be entitled to collect and retain all of the net proceeds of the sale of the premises hereinafter described, and the Mortgagee shall be entitled to assign the same to any person or persons, and the same shall be deemed to be assigned to the Mortgagee as soon as the Mortgagee shall be notified in writing of the assignment.

IN WITNESS WHEREOF, the Mortgagee has hereunto set its hand and seal this 15th day of January, 1925.

AS A CONDITION OF THE BORROWING ACCORDED AND UPON AND THE BORROWER TO THE PRINCIPAL THEN REMAINING UNPAID PROPERTY IS HEREBY ACQUIRED, the borrower then remaining to credit of Mortgagee under said sub-paragraph (a) of the premises covered hereby, as if the Mortgagee acquires the property otherwise after default, the Mortgagee shall be deemed to be assigned to the Mortgagee as soon as the Mortgagee shall be notified in writing of the assignment. The Mortgagee shall be entitled to collect and retain all of the net proceeds of the sale of the premises hereinafter described, and the Mortgagee shall be entitled to assign the same to any person or persons, and the same shall be deemed to be assigned to the Mortgagee as soon as the Mortgagee shall be notified in writing of the assignment.

IN WITNESS WHEREOF, the Mortgagee has hereunto set its hand and seal this 15th day of January, 1925.

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AP# 00100795 #96

LNW 00100795 #96

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 THIS 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 power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

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 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 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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AP# 00100795 #96

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## DEPARTMENT OF VETERANS AFFAIRS HOME LOAN ASSUMPTION RIDER TO DEED OF TRUST/MORTGAGE

**NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL ON THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.**

This Department of Veterans Affairs Home Assumption Rider is made this 29th day of February, 1996, and amends the provisions of the Deed of Trust/Mortgage, (the "Security Instrument") of the same date, by and between TODD B. MAGEE and KHAMELLE A. MAGEE, HUSBAND AND WIFE

the Trustors/Mortgagors, and WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION, the Beneficiary/Mortgagee, as follows:

Adds the following provisions:

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE PRIOR APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT, SUCCESSORS AND ASSIGNS.**

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 3714 of Chapter 37, Title 38, United States Code

- A. **Funding Fee.** 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. 3729 (c).

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VASSAL NO. LH 660042

PAGE 1 OF 2

FOR VA ASSUMPTION AND GUARANTY (FORM 1)

Property of Cook County Clerk

*Handwritten signatures:*  
MARGARET A. MASSE  
TODD B. MASSE

Signed in Presence of (Monitors)

IN WITNESS WHEREOF, the undersigned has executed this Department of Veterans Affairs Home Loan Assumption Paper.

BY SIGNING BELOW, the undersigned agrees and agrees to the terms and conditions contained in Pages 1 and 2 of this Department of Veterans Affairs Home Loan Assumption Paper.

**GUARANTY:** Should the Department of Veterans Affairs fail or refuse to issue its guaranty in the full amount within 60 days from the date that this loan would normally become eligible for such guaranty, the Department of Veterans Affairs under the provision of Title 38 of the U.S. Code, "Veterans Benefits," the Mortgagee may declare the indebtedness hereby incurred as due and payable and may foreclose or liquidate or may exercise any other rights hereunder or take any other proper action as by law provided.

**Indemnity Liability:** If this obligation is assumed, then the assumer hereby agrees to assume all the obligations of the veteran under the terms of the instrument creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment or out-of-pocket the guaranty or insurance of the indebtedness created by this instrument.

**Processing Charge:** Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or an 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 3714 of Chapter 37, Title 38, United States Code applies.

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