WHEN RECORDED MAIL TO

Cook County Records

33,50

NETCO - Illinois 415 North LaSalle Street, Suite 402 Chitago, IL 60610

Loan Number: 015643

97012014

. (Space Above This Line For Recording Data) ...

#### MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on September 12, 1997
The mongagorie Albert N. Harris, 7/k/a Albert N. Harris, Jr., An
Unmarried Man

("Borrower"). This Security Instrument is given to AmeriGroup Mortgage Curporation a division of Mortgage Investors Corporation , which is organized and existing under the laws of Ohio , and whose address is 5959 Central Avenue, Suite 103, St. Petersburg, FL 33710

("L' zuer"). Borrower ower Lender the principal sum of

SEVENTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 0 1/100

Dollars (U.S. \$ 78,850.00 ). This debt is evidenced by Borrowe's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it not oaid earlier, due and payable on OCCODER 1, 2027 . This Security Instrument accures to Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the cayment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

LOT 17 IN BLOCK 4 IN ALFRED CONLES' ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 38, NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL, MERIDIAN IN COOK COUNTY, ILLINOIS. PARCEL I.D. # 21-31-216-038-0000 DEED SOURCE: DOCUMENT NO. 96-920011.

which has the address of 8140 South Muskegon Avenue

Chicago

[City]

Illinois

6061.7 (Zip Code)

("Property Address");

ILLINOIS -- Single Family -- Uniform instrument

ITEM BANKLI (MILL)

(Page 1 of 6 pages)

QMEATLAND # To 2now Cob: 1-800-630-8382 □ fine 618-781-1:11



### UNOFFICIAL COPY43124 Page 100-7

TOORTHER WITH all the improvements now or hereafter erected on the property, and all ensembles, appurtants centered fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is inwriting select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is uncommitteed, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any necumbrances of record. encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform envenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Burrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Further for Taxes and Insurance. Subject to applicable law of to a written waiver by Lender, Borrower shall pay to Lender or the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yourly taxes and assess onto which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasthold payments or provide a north property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly lined insurance premiums. If any. These items are called "Escrow Items." Leader may, at any time, collect and hold Pends in an amount not to exceed the maximum amount a leader for a federally related mortgage loan may require for Borrower's essuow account under the federal Real Estate Scitlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. (RSPA"), unless snother law that applies to the Funds sets a losser amount. If so, Leader may at any time, collect and hold Funds in an amount not to exceed the lesser amount. Leader may animate the amount of Funds time on the basis of current data and reasonable estimates of expenditures of future Escrew Items or otherwise in accordance with applicable law.

The Funds shall be held in an incitution whose deposits are insured by a federal agency, instrumentality, or entity (including Londor, if Londor is such an in citution) or in any Federal Home Loan Bank. Lemier shall apply the Funds to ray the Encrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escriviv account, or verifying the Becrow Items, unless Londer pays Horrower interest on the Funds and applicable law permits Lamler to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate has reporting service used by Lender in connection with one loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender, hall not be required to pay Borrower any interest or earnings on the Funds. Horrower and Lender may agree in writing, in wever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, howing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pleaged as additional accuraty for all sums secured by this Security

If the Funds held by Lender exceed the amounts permitted to be ticld by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of population. If the amount of the Funds held by Londer at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Leuder the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lence shall promptly refund to Borrower my Funds held by Lender. If, under paragraph 23, Lender shall sequire or sell the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

secured by this Security Instrument.

Application of Payments. Unless applicable law provides otherwise, all payments revolved by Lender under

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; scooled, we emounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; scooled, we emounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note; attributable to it c.

Charges; Liens. Horrower shall pay all taxes, assessments, charges, fines and imposing a attributable to it c.

Property which may attain priority over this Security Instrument, and leasehold payments or ground racts, if any, Horrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower due; pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. this paragraph. If Horrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing

the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrics in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Londor determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Rorrower shall satisfy the lien or take one or

more of the actions set forth above within 10 days of the giving of notice.

5. Hasard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by the, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts are

# **UNOFFICIAL**

for the periods that Leuder requires. The insurance carrier providing the insurance shall be chosen by Bonna may, at Leuder's option, obtain coverage to protect Leoder's rights in the Property in accordance with paragraph Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described at All Insurance policies and mnewals shall be acceptable to Lender and shall include a standard more man chi ', at Lender's option, obtain coverage to protect Leoder's rights in the Property in accordance with paragraph have the right to hold the policies and recewals, if Lender requires. Borrower shall be mortigage changes the property size of Lender courses. Borrower shall be mortigage changes to Lender the property size to the property size

All lasurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage classic presultings and renewal nutices, in the event of loss, Borrower shall give prompt notice to be insurance shall have the right to hold the policies and renewals. If Lender requires, Borrower shall premptly give to Lender Lender, Lender may make ornof of loss if not made promisely by Borrower shall give prompt notice to the insurance Lender, Londer may make print of loss if not made promptly by Borrower, and I make I make and Rossoums of hermian Aores in writing insurance and legal Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically feasible and Lender's security is not inseen Uniona Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is not economically feasible and Lender's accuracy is not economically feasible or Lender's accuracy would be leasuned, the insurance proceeds paid to Borrower process paid to Borrower. special to the sums secured by this Security Instrument, whether or unt then due, with my excess paid to Bond answer within 30 days a notice from Lender that the insurance cal

Softwar abandous the Property, or does not against whether or unit then due, with my excess paid to Border to selling claim, then Lender may collect the insurance proceeds, lender may use the process to repair or res offered to settle a claim, then Lender may collect the insurance proceeds, hender may use the proceeds to settle insurance can notice is given.

Security Instrument, whether or not then due, The 30-day period will begin with the insurance can be settle or not then due, The 30-day period will begin with the settle se In given.

Liness Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to be described to be described to be paragraphs I and 2 of change the amount of the payments. post the due date of the monthly payments referred to be paragraphs I and 2 or change the amount of the payment by Lander. Borrows's right to any insurance policies and proceeds required to proceeds required to proceeds and proceeds required to proceeds and proceeds required to proceed to proceeds required to proceeds required to proceeds required to proceed to proceed to proceeds required to proceed to p

index preparable 23 the property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting a secured by this Security of the sums accured by this Security Control of the sums accured the sums accured the sums accurated the sum a from damped in the Property is acquired by Lender, Rogrower's right to any insurance policies and proceeds resident from the acquisition, and proceeds residently paior to the acquisition, and pass to Lander to the extent of the sums ascured by this Section. Instrument form the Property prior to the acquisition shall pass to Leader to the extent of the sums secured by this Secure Constitution of this Source of the Property as Borrower's Principal tocatence within sixty days in the Supervision of the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Principal residence (for the Source of the Property as Borrower's Property (for the Source of the Pro the execution of this Scourity Institutions and shall occupy the Property as Bostower's principal tockforce within sixty days in which, or unless extensioning circumstances axial which are beyond Bostower's control, Bostower's principal residence for unreasonable axial which are beyond Bostower's control, Bostower shall not desirny, days as

least one year after the date of occupancy, unless Linder otherwise agrees in writing, which ecosent shall not be unreasonable or impair the Property, allow the Property of deteriorate, or commit waste on the Property, Borrower shall not desirny, darring the property. withhold, or unless extensisting circumstances exist which are beyond Borrower's control. Borrower shall not desirnly, darries action or proceeding, whether civil or criminal, is begun that in Lender's mood faith indument could result if any or impair the Property, allow the property to deteriorate, or commit waste on the Property. Bettower shall be in default if an indicast. Horrower inay cure such a default and religion created by this Security Instrument or Lender's according to the lien created by this Security Instrument or Lender's according to the lien created by this Security Instrument or Lender's according to the lien created by the Security Instrument or Lender's according to the lien created by the Security Instrument or Lender's according to the lien created by this Security Instrument or Lender's according to Property or other material impairment of the lien grass. A security instrument or Lender's socretal information of the lien grass. A security instrument or Lender's socretal information or lender's statements to Londer (or failed to provide Lender with any major all information) in connection with the loan evidenced by the property as a principal resider; s.

Note, including, but not limited to representations quacerning Renower a Desupancy of the loan evidenced by the Socurity Instrument is on a lesselyoid, Bostower whall comply with all the provisions of the lesse, if Bostower sequires Note, including, but not limited to, representations truncerning Reviewer's occupancy of the Property as a principal residence title to the Property, the leasehold and the fee title and merge unless feeling and the leasehold and the fee title and merge unless feeling provisions of the lease, if Borrower sequirs. for title to the Property, the leasehold and the fcc title ahall not merge unless tender percent to the lease. If Borrower acquire property (auch an approperty in the leasehold and the fcc title ahall not merge unless tender percent to the merger in writing.

Property (auch an approximation or there is a legal proceeding that may approximate coverants and agreements in the property against annity affect Leadury's rights in the property. Property (such as a proceeding in bankriphey, probate, for nondermation or forfeiting or for annity affect Lender's rights in the court, paying reasonable attorneys' fees and entering on the Property of the property over this Security Instrument, appearing in the property over this Security instrument, appearing in the property.

Lender does not have to do so, the Property over this Security instrument, appearing in the property.

paragraph 7, Lender does not have to do ac.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by U: 3

It is a superior of payment, these amounts shall bear interest from the Security Instrument, Unless Borrower and Lender spread to other terms of payment, these amounts shall be and shall be payable, with internst, ilbon notice from Lender to Borrower requesting Sccurity Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the payable, with interest, tipon notice from Lender to Borrower requesting

Five Burnwer notice at the time of or prior to an inspection specifying reasonable cause for the two process of any award or claim for damages, direct or contemperation,

inspection. Lender of its agent may make reasonable entries upon and inspections of the Property, Lender shill The property of the lime of or prior to an inspection specifying reasonable cause for the inspection.

The property of any award or claim for damages, direct or consequential, in connection with the property of the property of for conveyance in itself of condemnation, are hereby assigned.

9. Condemnation, The proceeds of any award or claim for damages, direct or contemporation and aliasi be paid to Lender, taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the avent of a total taking of the Property, the proceeds shall be applied to the sums secured by this secured by this Security instrument in the Property in the Bottower, in the event of a partial taking of the Property in a sum secured by this Security Instrument shall be radiced by the same to or greater than the amount of the property in the same shall be radiced by the amount of the sum of the property in the same of the property in the same of the same of the sum of the proceed. in annual accurated by this Security Instrument immediately before the taking, unless Borrower and Leadur otherwise agree in writing Property in which the fair market value of the property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property in the taking divided by (b) the fair market value of the Property immediately before the taking divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the amount of the amount of the surrower and Lender of the Writing or unless spylicable law Property in which the fair market value of the property immediately before the taking is less than the amount of the sums of the sums secured by this Security Instrument whether or not the sums are secured immediately before the inking, unless Borrower and Lendar otherwise agree in writing or unless applicable law then due, the proceeds shall be applied to the sums accured by this Security Instrument whether or not the sums are CENT SHORT SHELL

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or in the sums accured by this Security Instrument, whether or not then due.

Unless Londer and Borrower otherwise-agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Horrower Not Released; Forbearance By Lender Not a: Waiver. Extension of the time for payments medification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in increase. of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lander shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy Kiall not be a wy ve, of or preclude the exercise of any right or ramedy

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of his Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Logic ser's covenants and agreements shall be joint and several. Any Bornwer who co-signs this Security instrument but done not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Latrament; and (c) agrees that Lender and any other Horrower may agree to extend, modify, fothear or make any accommodation, with regard to the terms of this Security Instrument or the Note without that Borrower's

12. Loan Charges. If the lear accured by this Security Instrument is subject to a law which acts maximum to an charges, and that law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the toan exceed the permitted limits that S(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Betrower which accessed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces to penal, the reduction will be treated as a partial propayment without any

13. Netices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by trailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice of Lender. Any notice to Lender thail be given by first class mill to Lender's address stated herein or any other address Lender (orignates by notice to Burrower. Any notice provided for in

this Security Instrument shall be deemed to have been given to Borrow r or Lender when given as provided in this paragraph.

14. Governing Law: Severability. This Security Instrument rhall be governed by federal law and the law of the jurisdiction in which the Property is located. If the indebtedness secured nearby is guaranteed or insured under Title 18, United States Code, such Title and Regulations ishied 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 indebteduess which are inconsistent with said Title or Regulations are hereby amend to conform thereto.

In the event that any provision or clause of this Security Instrument or the Note confilers with applicable law, such

conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are dispared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property. This loan may be declared immediately due and payable upon transfer of the Property securing such loan to any transfered, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lander exercises this option, Lender sitali give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all successful by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or domaid on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) S days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrown; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, masonable attornoys' fees; and (d) takes such action as Lender may reasonably require to easure that the lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay this sums secured by this Security Instrument shall continue unchanged. Upon reinstalement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 16.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Horrower. A sale may result in a change in the cutity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also

ITEM MARLA (8811)

(Page 4 of 6 pages)

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may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer unrelated to a sale of the Note. Burrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The twice will state the name and address of the new Luan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property! Borrower shall not do, nor allow anyone rise to do, anything affecting the Property that is in violation of any Bavironnichtal Law. The preceding two seuteness shall not apply to the presence, use, or storage on the Property of small quantities of Hazhridus Substances that are generally recognized to be appropriate to ner mal

residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which to rower has actual knowledge; If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all rocessary remedial actions in accordance with Environmental Law.

As used in this pare graph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and in following substances: gasoline, kerosene, other flammable or tunic petroleum products, toxic pesticides and technolos, voicile solvents, materials containing asbestos or formaldebyde, and radioactive materials. As med in this paragraph 19, "Environ in stal Law" maint federal laws and laws of the jurisdiction where the Property is located that

relate to health, safety or environmental protection.

20. Funding Fee. A fee equal to cree-half of one percent of the balance of this luan 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 Voterana Affairs. If the assumer falls to pry this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall hear interest at the rate herein provided, and, at the option of the payer of the indebteduces hereby secured or any transfered throat, shall be immediately due and payable. This fee is automatically waived if the assumer is exampt under the provision of 38 U.S.C. 3729(o),

21. Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may to charged by the loan holder or its authorized agent for discripining the creditworthlass 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 Affeirs for a loan to which Section 3714 of Chapter 37, Title 38,

United States Code applies.

22. Indemnity Liability. If this obligation is assumed, then the issumer hereby agrees to sasume all of the obligations of the veteran under the terms of the instruments creating and accuring the loan. The assumer further agrees to indomnify 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.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and ecross as follows:

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23. Acceleration; Remedies. Leader shall give notice to Borrower price to acceleration following Borrower's breach of any covenant or agreement in this Security Lestrument (but not prior to acceleration under paragraph 16 union applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower. by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may repult in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to aneral in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to sectionition and forcelosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immed at payment is full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be suitled to collect all expenses incurred in pursuing the remedica provided in this paragraph 23, including, but not limited to, ressumable afterneys' fees and costs of title evidence.

24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Horrower shall pay any recordation costs.

25. Waiver of Homertead. Borrower waives all right of homestead exemption in the Property.

ITEM BASSILE (BOLS)

(Page 5 of 6 pages)

IL CHALTAND III

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36. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amone and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(cs)]			
Adjustable Rate Rider	XX Other(s) [specify	Assumption R	ider
Graduated Payment Rider	e l		
BY SIGNING BELOW, Borrower acc Security lostrators and in any ridor(s) exec			lned in pages 1 through 6 of this
Albert N. Harris	(Scal)		-Rommer
// .			
	-Rogrower	ومندونا النائب والكارة سيسيد الأبواء مستثنيو	(Scal)
Witness:	W	itposs:	
subscribed to the foregoing instrument, app	ersonally known to me earest before me this da 11.8	to be the same person(s) we in person, and technowle ree and volumers and, for day of Septe	in and for said county and state, in , Jr., An whose name(s) is signed that he signed the uses and purposes therein to the large of the
This instrument was prepared by  Karen S. Hurst (Name)  5959 Central Avenue, Suit (Address)  St. Petersburg, FL 3371	te 103	OFFICIAL SEAL MARGARET J KLA DYARY PURLIO, SYATE OF PI OFFICIAL SEAL OFF	VES }

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(Page 6 of 5 pages

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### UNOFFICIAL COPT 43124 rage 7 of 7

VA LOAN NO.	LENDER'S LOAN NO.
671802	015643

#### VA HOME LOAN ASSUMPTION RIDER TO DEED OF TRUST / MORTGAGE

This VA Loss Assumption Rider is made this 12th day of September: , 1997 and smellds the provisions of the Deed of Trust / Mortgage, (the 'Security Instrument') of the same date, by and between Albert N. Harris

the Trustors / Mortgagors, and

AmeriGroup Mortgrage Corporation a division of Mortgage Investors Corporation

The Beneficiary / Mortgages, as follows:

Adds the following provincing:

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

This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferer, unless the acceptability of the assumption of the loan is established pursuant to section 3714 of charter 37, title 38, United States Code.

- A. Funding Fee. A fee equal to one-half of 1 percent of the balance of this form 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 Veteran's Affairs. If the sastumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to the laiready secured by this instrument, shall be interest at the rate homein provided, and, at the option of the payer of the indebtedness hereby secured or any transferred thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exampt 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 a 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.
- C. Indemnity Liability, If this obligation is assumed, than the assumer horoby agrees to resume all of the obligations of the veteran under the terms of the instruments creating and securing do here, including the obligation of the veteran to indemnity 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.

GUARANTY: Should the Department of Veterans Affairs 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 Department of Veterans Affairs under the provisions of Title 38 of the U.S. code "Veterans Benefits", the Mortgages 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.

IN WITNESS WHERROF, Trustor / Mortgagor has executed this VA Loan Assumption Rider. Signature of Trustor(s) / Mortgagor(s)

Albert N, Harris	
A MANAGEMENT OF THE PARTY OF TH	THE RESERVE OF THE PROPERTY OF

Form 7550 (9405) 7550 (9405)

### **UNOFFICIAL COPY**

Property of County Clerk's Office