97013384

AFTER RECORDING MAIL TO:

GN MORTGAGE ATTN: DOCUMENT CONTROL DEPARTMENT P.O.BOX 2.929 MILWAUKEE, WI 53223-0929

UN LOAN NO. 2240695 VA CASE NO. 1.11-666000

| [Space Above This Line For Recording Data]

ILLINOIS

COOK COUNTY RECORDER

T#0010 TRAN 6918 01/07/97 12:53:00

\$9982 \$ CJ #-97-013384

CEPT-01 RECORDING

A Lamp MAN (S) Horr Sound of Adaptive (S) (1) (1) (Sound) (Man 1981) Title Se (S) (C) (August (S) (S) (S) (S)

MORTGAGE

NOPICE: THE LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. The attached RILER is made a part of this instrument.

THIS INDENTURE, made this

25%

day of JANUARY, 1997

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TAMES LAMERA AND LINDA LAMERA, HUSBA' O AND WIFE

Mortgager, and

GN MORTGAGE CORPORATION, A WISCONSIN CORPOR/ FIG I
a corporation organized and existing under the laws of STATE OF WISCONSIN
Hortgagee.

WITHESSETH: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the fort lagge, and bearing even date herewith, in the principal sum of One Hundred Seven Thousand One Hundred and 00/100

Bollurs (\$ 107,100.00) payable with interest at the rate of Name per centum (0.000 %) per annum on the unpaid balance until pa'd, and made payable to the order of the Mortgagoe at its office in 4000 WEST BROWN DEER ROAD BROWN DEER, WISCONSIN 532/9

or at such other place as the holder may designate in writing, and delivered or ma'red to the Hortgagor; the said principal and interest being payable in monthly installments of Eight Hundred Sixty One and 76/100

Bollars (\$ 801.76) beginning on the first day of FEBRUARY 1, 1997 , 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 JAYUARY 1,2027

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE ar., warRANT unto the Mortgagee, its successors or assigns, the following described real estate, situate, lying, and being it the ounty of COOK

and the State of Illinois, to wit:

LOT 31 (EXCEPT THE WEST 17 FEET THEREOF) AND ALL OF LOT 32 IN BLOCK 13 IN HAYES KELVYN GROVE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-27-312-032

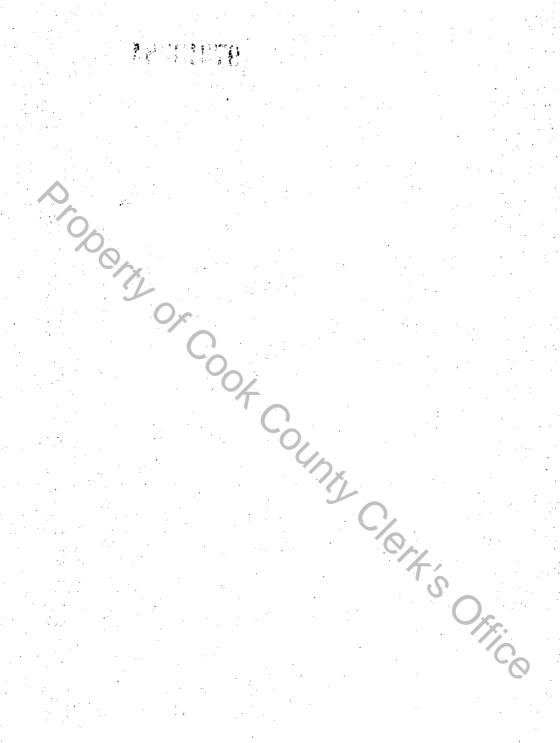
ATTORNUS HATIONAL HEM NOVICES ATT THREE PREST MATIONAL PLICA SUITE 578

CHICAGO, IL 60602

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TOGETHER with all and singular the tenaments, hereditaments and appurtaments thereunto belonging, and the remis, 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;

4706 W. DEMING PLACE, CHICAGO, ILLINOIS 60639-

7D 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 Nomestead 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 has or material men to attach to said premises; to pay to the Mortgagee, as thereinafter provided, until said note is fully paid, (i) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by sufficient to fit the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the fortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said pushing, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of material results and in such amounts, as may be required by the Mortgagee.

In case of the refusal o neglect of the Mortgagar to make such payments, or to satisfy any prior lies 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 ropairs to the property herein mortgaged as may reasonably be deemed necessary for the property 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) day, efter demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Patiagor.

Upon the request of the Mortgages the Mortgagor shill execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgages for the alteration, modernization improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other rumpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance of remote thereby were included in the note first described above. Said supplemental note or notes shall been interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period allows by the greed upon by the craditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced whill be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the utilizate maturity of the note first described above.

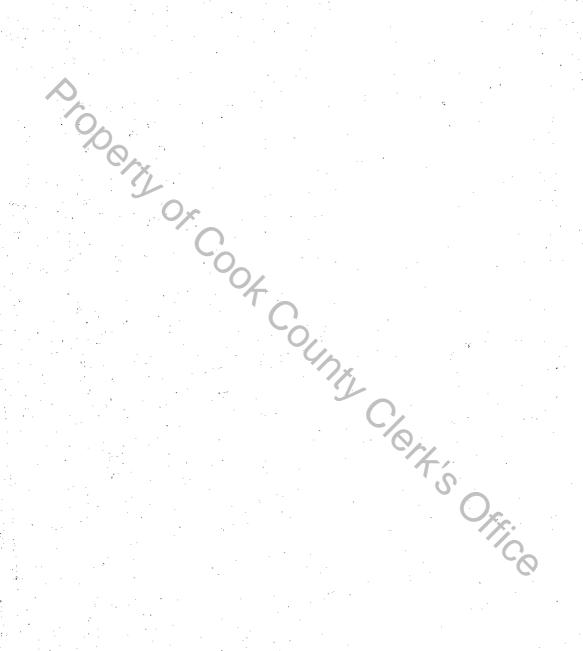
It is expressly provided, however (all other provisions of this mortgage to the rintery notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove my the assessment, or tax lien upon or against the premises described herein or any part thereof 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 (ien 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 promium 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 shift 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.

Subject to applicable law or to a written waiver by Mortgagee, Mortgager shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on th Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance promiums, if any. These items are called "Escrow Items." Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Mortgagee for a federally related mortgage loan may require for Mortgagers escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPAM"), unless another law that applies to the Funds sets a leaser amount. If so, Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Mortgagee may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Mortgagee, if Mortgagee is such an institution) or in any Federal Home Loan Bank. Hortgagee shall apply the funds to pay the Escrow Items. Mortgagee may not charge Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Mortgagee pays Mortgagor interest on the Funds and applicable law permits Mortgagee to make such a charge. However, Mortgagee may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Mortgagee in connection with this ioan, unless applicable isw provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagor and Mortgagee may agree in writing, however, that interest shall be paid on the Funds. Mortgagee shall give to Mortgagor, without charge, and annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgage's option, Mortgager 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 Finds held by Mortgagee exceed the amounts permitted to be held by applicable law. Mortgagee shall account to Mortgager for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Mortgagee at any time is not sufficient to pay the Escrow Items when due, Mortgagee may so notify Mortgager in writing, and, in such case Mortgager shall pay to Mortgagee the amount necessary to make up the deficiency. Mortgager shall make up the deficiency in or more than twelve monthly payments, at Mortgagees's sole discretion.

Upon payment in full of it sums secured by this Security Instrument, Mortgages shall prosptly refund to Mortgages any Funds held by Mortgages, if Fortgages shall acquire or sell the Property, Mortgages, prior to the acquisition or sale of the Property, shall apply any Funds held by Mortgages at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

AS ADDITIONAL SECURITY for the payment of the indebtedness afcressed the Mortgagor does hereby assign to the Mortgagor all the rents, issues, and profits not the premises hereinabove described. The Mortgagor shall be entitled to collect and ratein 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 hersefter in effect. The lesses, assignee or sublance of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revanues or royalties to the owner or the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY meintain 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 premises has theretofore been made, he/she will pay promptly when due any practor therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and remewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the dortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if now made promotly 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 of 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 secured interest thereon, shall, at the election of the Mortgagee, without notice, become impossibly due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Nortgages shall have the right immediately to forectose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed way at any time thereafter, either before or after asle, 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 homestend, appoint a receiver for the benefit of the Mortgages, 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 tax or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stanographers' 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 charge upon the said premises

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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 stemographers' 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 sovences 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 indebtechess hareby 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 Mortgager.

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 Meritgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The (sen of this instrument shall remain in full force and offect 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 secure given by the Mortgages to any successor in interest of the Mortgagor shall operate to release, in any manner, the origin's liability of the Mortgagor.

If the indebtedness esculed hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations limited thereum'er 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 little or Regulations are hereby amended to conform thereto.

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 piural, the piural the singular, and the term "Mortgages" shall include any payer of the indebtedness hereby secured or any transferse thereof whather by constion of law or otherwise.

WITNESS the hard and seal of the Mortgagor, the	der top year first written.
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JAMES LAMERA	I ma Lameka
V	(SEAL) SEAL)
STATE OF ILLINOIS	fs:
COUNTY OF LOOK	
the undersioned.	a notary public, in and for the county and State aforesaid, On Hereby AND LINEA LAMEKA, ITU JAND & personally known to ac to be the same person whose
name S. subscribed to the forego	ping instrument appeared before me this day in person and acknowledged
that TNY signed, sealed, and deli- uses and purposes therein set forth, including the i	ivered the said instrument as The Tree and volumery act for the release end weiver of the right of homestead.
	GIVER under my hand and Noterlal Seal this 3
This instrument was prepared by:	GIVEN under my hand and Hotarial Seal This (D)
GN MTG	day of J ATA
	Julia Mar
Summer anniversal	Neary Public.
% "OFFICIAL SEAL S	
Erik W. Nielsen	
Notary Public, State of Illinois &	
My Commission Expires 04/14/99	

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Property of Coot County Clerk's Office

JAN-02-97 THU 09:16 WINOFFICIAL COPY

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

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

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER IS MADE THIS 2ND

day of JANUARY, 1997

and is incorporated into end shall be deemed to amend end supplement the Mortgage. Deed of Trust in Deed to Secure Debt ("Instrument") dated of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Note ("Note") of the same date to GN MORTGAGE CORPORATION.

its concessors and assigns ("Mongagee") and covering the property described in the instrument and located at 4706 W. DEMING PLACE

CHIC. GO ILLINOIS 60839-

(From erry Address)

Notwithster only emphing to the combary set forth in the instrument, Mortgages and Mortgagor hereby acknowledge and agree to the following:

V.A. GUAPANTATO DAN COVENANT: In addition to the covenante and agreements made in this Security Instrument, Borrower and Lender for covenant and cores as follows:

If the indebtedness accurry hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in election the date hereof shall govern the rights, dulive and liabilities of Sonower and Lander. Any provisions of the Security instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Requisions, including out 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 of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness purellant to Covenant 17 of the Security Instrument, are hereby amended to the extent necessary to conform such instruments to each Title or Regulations.

LATE CHARGE: At Lender's option, Sorrows my pay a "late charge" not excheding four per centum (4%) at the everdual payment when paid more than lifteen (15) days are the due date thereof to cover the extra expense involved in handling adminuent payments, but such "late charge" shall not to payelise out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to drum age the entire indebtedness and of proper costs and expenses secured hereby.

ses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fall out of the provision of the Department of Veterans Affairs fall out of the provision of the Department of Veterans Affairs under the provisions of Trie 38 of the ill.S. Code "Veterans Benefic", The Mortgages they declare the indubtedness hereby secured at once due and payable and may foreclose immediately in they are used any other proper action as by law provided.

TRANSPER OF THE PROPERTY: If all or any part of the Property or any inter of in it is sold or transferred, this loss may be ceclared be immediately due and payable upon transfer ("assumption") of the property actuming such loss to any transferred ("assumption"), unless the acceptability of the assumption and transfer of this loss is a tabletie if by the Department of Veterans Affairs or its authorized agent pursuant to Section 3714 of Chapter 37, Title 39, United State, Code.

An authorized transfer ("accomplicati") of the property shall also be subject to additional coverage, and agreements as set forth

below.

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of 1 percent (.50%) of the unpaid principal belance of this loan as of the date of transfer of the property shall be psychile at the time of transfer to the mortgaged or in subhorized agont, as trusted for the Department of Veterans Atlairs. If the assumer taxis to pay this fee at the time of transfer, the fer shall constitute an additional date to that already secured by this instrument, shall be at interest at the rote herein provided, inc., at the option of the mortgaged of the individences hereby secured or any transforce thereof, shall be irranediately due and psychic. This fee is automatically waked if the assumer is exampt under the provisions of 30 U.S.C. 3729 (b).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption and transfer of the local, a processing tea may be charged by the mortgages or its authorized agent for determining the craditworthiness of the assum of and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge that not exceed the leasts of the maximum established by the Department of Vetorans, whale for a loan to which Section 2714 of Chapter 37, Title 38, United States Code applies or any maximum prescribed by applicable State law.

(ii) ASSUMPTION INDEMNITY CLABILITY: If the obligation is assumed, their the accumes hereby agrees to assume at of the obligations of the veteran under the airms of the instruments creating and securing the loan, including the obligation of the veterar to indemnity the Department of Veterars. Attains to the extent of any citish payment arising from the gueranty of insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Mortgagor(s) has executed the V.A. Guaranteed Loan and Assumption Folicy Ridar

AMES LAMERA Mortgagor

LINDA LAMEKA HOTTAGO

Mortgagos

Mortgagor

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