97262208

Instrument Prepared by:

Record & Return to Resource Bancshares Mortgage Group, Inc. 1307 Butterfield Road. Suite 422

Downers Grove. IL 60515

MAIL TO

DEPT-01 RECORDING #35.50 T#0009 TRAN 8142 04/16/97 11140:00 #8357 # SK #-97-262208

COOK COUNTY RECORDER

VA Form 26-8310 (Mame Lean) Rev. August 1381 - Use Optional Section 1310, Tritle 38, U.S.C Acceptable to Federal National Mortgage Association Amended May, 1549 (Space Above This Line For Recording Data)

ILLINOIS

Loan No. 870185

Case No. LH 662246

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MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUM (BLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT. The attached RIDER is made a part of this Instrument.

THIS INDENTURE, made this 8TH day of NOVEMBER, 1996 between PAUL JOSEPH BRYCHEL AND JUNE M. BRYCHEL, HIS WIFE

Mortgagor, and ANCHOR MORTGAGE

Mortgagee.

97262208

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 Elghty Thousand Two Hundred Flfty and 00/100 Dollars (\$ 180,250.00) payable with interest at the rate of Elght and One Half per centum (8.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 520 W. ERIE, CHICAGO, ILLINOIS 60610 or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of One Thousand Three Hundred Elghty Five and 97/100 Dollars (\$ 1,385.97) beginning on the first day of JANUARY 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 DECEMBER 1, 2026

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 and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate, situate, lying, and being in the county of and the State of Illinois, to wit:

2937 S HAYNES CT, CHICAGO, ILLINOIS 50608-

ATTORNET'S NEWORAL THE PSTWORK THE LITERAL TEACH

CUTTE 1003

GFS Form G000265(583)

Page t of

CHILARO, IL GLOOZ

Loan No. 870185

LOT 55 AND THE NORTH 10 FEET OF LOT 60 IN HAYNES SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 27 IN CANAL TRUSTEES SUBDIVISION OF BLOCKS IN SOUTH FRACTIONAL SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-29-326-020

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;

TO HAVE AND TO HOLD the above-described promises, 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 Lewis of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and war e

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, trimin, 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 indeficients, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the 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 said 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

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Loan No. 870185

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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 fong 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 reserve: to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the angunt of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be clerified 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 months and note is fully paid, the following cums:

- (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 to subparagrap!. (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:

 1. ground rents, if any, taxes, assessments, fire, and other hazard insurar ce premiums:
 - II. interest on the note secured hereby; and
 - Ill. 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 Mortgage'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 for such items or, at the Mortgagee's option as Trustee, shall be 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

Loan Numbers70185

the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagoe, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagoe 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 Mortgagoe acquires the property otherwise after default, the Mortgagoe 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 shall be entitled to collect and retain all of said rents, issues and profits until default hereunder. EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, 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 dirile 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 shell be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in lavor of and in form acceptable to the Mortgagee. In event or loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promotly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make pay next 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 inceptualness 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 lorce shall pass to the purchaser or graninge.

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 here in at pulated, 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 Morigagies shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the count in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Morigagor, 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 exidemption, 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 pendancy 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 charge upon the said premises under this mortgage, and all such expenses shall become so much

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Notary Public.

UNOFFICIAL COPY

Loan No. 870185

additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and he paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such surt 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 Mortgages, 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 duty perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagoe 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 Mortgagoe.

The lien of this, in strument shall remain in full force and effect during any postponement or extension of the time of payment of the indebte sinks or any part thereor hereby secured; and no extension of the time of payment of the debt hereby secured given by he Mortgages 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 eller, on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other inconsistent with said Title or Regulations are hereby smended to conform thereto.

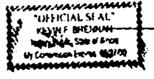
THE COVENANTS HEREIN CONTAINED structions, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Murgingee" shall include any payee of the indebtedness hereby secured or any transferse thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the Mi	ortgagor, the day and year first written
	Sal Brich 150
	PAUL JOSEPH SHIVCHEL Borrow
	Jan Joseph Brychel (See
	-Borrows
	(\$e
	-Borrows
STATE OF ILLINOIS COUNTY OF COUNTY	55 :

and State aforesaid, Do Hereby Certify That PAUL JOSEPH BRYCHEL AND JUNE M. BRYCHEL

personally known to me to be the same person whose name is / are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that the / she / they signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

This instrument was prepared by.	GIVEN under my hand and Notarial Seal this 8TH
	day of NOVEMBER , 19 Ninety S



Loan No. 870185

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 8TH day of NOVEMBER, 1996		
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the		
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to		
ANCHOR MORTGAGE (the 'Lender')		
of the same date and covering the Property described in the Security Instrument and located at:		
2937 S HAYNES CT CHICAGO, ILLINOIS £0608-		
[Property Address]		

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender United covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access comical apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the floculty Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any grave mental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law. Burrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Sorrower shall maintain insurance against rent loss in addition to the other hazarus for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 s deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining commants and agreements set forth in Uniform Covenant 6 shall remain in effect
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall essign to Lender (a li)ases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ('Rents') of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 2t of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lander gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for the benefit of Lander only, to be applied to the sums secured by the Security Instrument; (ii) Lander shall be entitled to collect and receive all of the Rents of the Property. (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lander or Lander's agent upon Lander's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lander or Lander's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rerits, Including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lander, Lander's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lander shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Contrity Instrument pursuant to Uniform Covenant 7

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any loct that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's argents or a judicially appointed receiver, shalt not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so ris any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Institution enters paid in fulli

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW. Borrower accepts and agress to the terms and provisions contained in this 1-4 Family Rider.

PAUL JOSEPH BRYCHEL

PAUL JOSEPH BRYCHEL

(SOB)

JUNIE M. BRYCHEL

(SOB)

-BOTTOWN

(SOB)

-BOTTOWN

(SOB)

-BOTTOWN

UNOFFICIAL COPY VA ASSUMPTION POLICY RIDER

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

THIS ASSUMPTION POLICY RIDER is made this \$7H

day of NOYEMBER, 1996

and is incorporated into and shall be decreed to amend and supplement the Mortgage, Deed of Trust or 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 ANCHOR MORTGAGE

its successors and assigna ("Mortgagee") and covering the property described in the Instrument and located at:

2937 S HAYNES CT

CHICAGO, ILLINOIS 60606-

(Property Address)

Notwithstanding anything to the contrary set forth in the Instrument, Mortgages and Mortgagor hereby acknowledge and agree to the tollowing:

V.A. GUARANTEED LOCAL COVENANT: In addition to the covenants and agreements made in this Socurity Instrument, Borrower and Lander further covenant (indiagree as follows:

GUARANTY: Should the Department of Veterans Atlairs fed or refuse to issue as 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 Atlairs under the provisions of Tide 38 of the U.S. Conta Veterans Benefits", The Mortgages may declare the indebtedness hereby secured at once due and payable and may foreclose immodately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: It all or any part of the Property or any interest in it is sold or transferred, this loan shall be immediately due and payable upon transfer ("assumption") of the property securing such loan to any transferred ("assumer"), unless the acceptability of the assumption and transfer of this war is established by the Department of Veterans Affairs or its authorized agent pursuant to section 1817A of Chapter 37, Title 38, United Section Code.

An authorized transfer ("assumption") of the property shall are to subject to additional covenants and agreements as set forth below.

- (a) ASSUMPTION FUNDING FEE: A fee equal to one-half (4.1 p proent (.50%) of the unpaid principal balance of this loan as of the date of transfer of the property shall be payable at the time of vicinitia to the mortgages 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 consistute an additional debt to that already secured by this instrument, shall bear interest at the rate nervin provided, and, at the option of the mortgages of the indebtedness hereby secured or any transferse thereof, shall be immediately due not payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
- (b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to a sumption and transfer of this loan, a processing fee may be charged by the mortgages or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The arrount 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) ASSUMPTION INDEMNITY LUBBILITY: If this obligation is assumed, then the assumer helicity ogrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the tean, including the obligation of the veteran to indemnify the Department of Veterans. Alters, to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITHESS WHEREOF, Mortgagor(s) has executed this Assumption Policy Rider.

PAUL JOSEPH BRYCHEL (Seal)
Mortgagor

____(Seal) Mortgagor M. BRYCHEL (See)

____ (Seel) Mortgagor

GFS Form - G000640

GFS-B137

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