

VA FORM 24-6310 (Home Loan)
Rev. August 1981, Use Optional
Section 1810, Title 38, U.S.C.
Acceptable to
Federal National Mortgage Association

MORTGAGE

THIS INDENTURE, made this 25TH day of JULY 1986, between

THOMAS WAYNE BRICKLER AND ELLA L. LEMBERIS, HIS WIFE, Mortgagee (and
EVERGREEN HOME FUNDING CORPORATION
a corporation organized and existing under the laws of THE STATE OF ILLINOIS
Mortgagee.

Not identified

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagee, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SIXTY THREE THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 63,500.00---) payable with interest at the rate of NINE AND ONE HALF--- per centum (9.5 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in CRESTWOOD ILLINOIS, or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagee; the said principal and interest being payable in monthly installments of FIVE HUNDRED THIRTY THREE AND NO/100----- Dollars (\$ 533.94-----) beginning on the first day of SEPTEMBER, 1986, 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 AUGUST, 2016.

Now, THEREFORE, the said Mortgagee for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK----- and the State of Illinois, to wit:

LOT 7 IN DRAKE MANOR, BEING A RESUBDIVISION OF BLOCK 27 (EXCEPT THE EAST 33 FEET THEREOF) AND BLOCK 30 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 25 FEET OF THE EAST 90 FEET OF THE SOUTH 125 FEET THEREOF) IN HILLS SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY: 11030 SOUTH ST. LOUIS AVENUE
CHICAGO, IL 60655

PERM. TAX #24-14-417-016-0000

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Clerk's Office

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TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto 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;

2/19/63
167963

STATE OF ILLINOIS

5596780

Mortgage

UNOFFICIAL COPY

Registered by _____ TO _____
Address _____
From _____ \$ _____
Delivered by _____ 3530780

Doc. No. _____

Recorded in the Recorder's Office of _____ County, Illinois.

Address _____
Noted _____ day of _____
M D 19 _____ at _____ La Salle

, page _____

and duly recorded in Book _____

INTERCOUNTRY

TITLE INS. COS 111055

BOX 9Z

EVERGREEN HOME FUNDING CORPORATION
4967 WEST 137TH STREET
CRESTWOOD, IL 60445

DONNA J. PARKER
The instrument was prepared by:

I, THE UNDERSIGNED
County of Cook
State of Illinois
a notary public, in and for the county and State aforesaid, Do Hereby
Certify That
THOMAS WAYNE BRICKLER
his/hers spouse, personally known to me to be the same person whose
name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged
that they signed, sealed, and delivered the said instrument as THEIR free and voluntary act for the
uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1963

Notary Public
Thomas Wayne Brickler

Witness the hand and seal of a Notary Public, the day and year first written.
THOMAS WAYNE BRICKLER
EMMA L. LEMBERIS, HIS WIFE

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. However used, the singular number shall include the plural, the plural the singular, and the term "Mortgage" shall include any mortgage of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

If the indebtedness secured hereby is guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

Execution or delivery of such release or satisfaction by Mortgagee.

If Mortgagee shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagee, execute a release or satisfaction of this mortgage, and Mortgagee or hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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' fees, solicitors' and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest 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 Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagee.

IT MORTGAGEE SHALL PAY SAID NOTE AT THE TIME AND IN THE MANNER AFORESAID AND SHALL ABIDE BY, COMPLY WITH AND DULY PERFORM ALL THE COVENANTS AND AGREEMENTS HEREIN, THEN THIS CONVEYANCE SHALL BE NULL AND VOID AND MORTGAGEE WILL, WITHIN THIRTY DAYS AFTER WRITTEN DEMAND THEREFOR BY MORTGAGEE, EXECUTE A RELEASE OR SATISFACTION OF THIS MORTGAGE, AND MORTGAGEE OR HEREBY WAIVES THE BENEFITS OF ALL STATUTES OR LAWS WHICH REQUIRE THE EARLIER EXECUTION OR DELIVERY OF SUCH RELEASE OR SATISFACTION BY MORTGAGEE.

THE LIEN OF THIS INSTRUMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING ANY POSTPONEMENT OR EXTENSION OF THE TIME OF PAYMENT OF THE INDEBTEDNESS OR ANY PART THEREOF HEREBY SECURED; AND NO EXTENSION OF THE TIME OF PAYMENT OF THE DEBT HEREBY SECURED GIVEN BY THE MORTGAGEE TO ANY SUCCESSOR IN INTEREST OF THE MORTGAGEE SHALL OPERATE TO RELEASE, IN ANY MANNER, THE ORIGINAL LIABILITY OF THE MORTGAGEE.

IF THE INDEBTEDNESS SECURED HEREBY IS GUARANTEED OR INSURED UNDER TITLE 38, UNITED STATES CODE, SUCH TITLE AND REGULATIONS ISSUED THEREUNDER AND IN EFFECT ON THE DATE HEREOF SHALL GOVERN THE RIGHTS, DUTIES AND LIABILITIES OF THE PARTIES HERETO, AND ANY PROVISIONS OF THIS OR OTHER INSTRUMENTS EXECUTED IN CONNECTION WITH SAID INDEBTEDNESS WHICH ARE INCONSISTENT WITH SAID TITLE OR REGULATIONS ARE HEREBY AMENDED TO CONFORM THERETO.

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. HOWEVER USED, THE SINGULAR NUMBER SHALL INCLUDE THE PLURAL, THE PLURAL THE SINGULAR, AND THE TERM "MORTGAGE" SHALL INCLUDE ANY MORTGAGE OF THE INDEBTEDNESS HEREBY SECURED OR ANY TRANSFEREE THEREOF WHETHER BY OPERATION OF LAW OR OTHERWISE.

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"Should the Veterans Administration fail or refuse to issue its Guaranty of the Loan secured by this Mortgage under provisions of the Servicemen's Readjustment Act of 1944, as amended, in the amount of \$27,489.15 within sixty days from the date the loan would normally become eligible for such guaranty, the Mortgagee may, at its option, declare all sums secured by this Mortgage immediately due and payable."

To HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

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

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

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