

# UNOFFICIAL COPY

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VA ASSUMPTION RIDGE TO THE  
MORTGAGE/DEED OF TRUST

This Rider, dated this 4th day of May  
Mortgage/Deed of : rest of even date by and between

19 89 , amends the

Erad Richmond and Billie L. Richmond husband and wife

, hereafter referred to as Mortgagor/Grantor, and  
American States Mortgage, Inc.

, hereafter referred to as Mortgagor or Holder of the Note, with the following provisions:

This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of Chapter 37, Title 38, United States Code.

A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or his authorized agent, as trustee for the Administrator of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 United States Code 1815(b).

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 is completed. The amount of this charge shall not exceed the maximum established by the Veterans' Administration for a loan to which section 1817A of Chapter 37, Title 38, United States Code applies.

If this obligation is assumed, then the assumed hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

**IN WITNESS WHEREOF,** Fred Richmond and Billie L. Richmond husband and wife

**set** their hands(s) and seals(s) the day and year first aforesaid.

Brad Richmond

Allie L. Richmond

Signed, I, seated and delivered in the presence of

MMR0400/Draft 9-09 - VA Assumption Rider

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Property of Cook County Clerk's Office

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MORTGAGE

Z 11 5  
3792545

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

This INDENTURE, made this 4th day of May 19 89, between

Brad Richmond and Allie L. Richmond husband and wife

American States Mortgage, Inc.  
a corporation organized and existing under the laws of the State of ILLINOIS  
Mortgagor.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagor, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagor, and bearing even date herewith, in the principal sum of Thirty Two Thousand Two Hundred Nineteen and no/100----- Dollars (\$ 32,219.00) payable with interest at the rate of ten and one half per centum (10.5%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagor at its office in Homewood, Illinois, 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 Two Hundred Ninety Four and 72/100----- Dollars (\$ 294.72) beginning on the first day of July 19 89, 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 June 2019.

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

Lot 8 in Block 57 in the Subdivision of Block 56 to 61 both inclusive in South Lawn, being a Subdivision of Section 14 and the South 1/2 of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 13114 Myrtle Av.  
Harvey, IL 60426

Parcel Number: 29-1-101-227

I HEREBY WITH all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are and shall be deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:



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(b) The aggregate of the amounts payable pursuant to subparts  
secured hereby, shall be paid in a single payment each over  
the order stated:

- I. ground rents, if any, taxes, assessments, fire, &
  - II. interest on the note secured hereby; and
  - III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate money to the due date of the next payment, constitute an event of default under the mortgagee's option, Mortgagor will pay a "late charge" on each such installment when paid more than fifteen (15) days after the date of payment of such expense involved in handling delinquent payments, but such the proceeds of any sale made to satisfy the indebtedness are sufficient to discharge the entire indebtedness and all proper costs.

If the total of the payments made by the Mortgagor under subparagraph (a) shall exceed the amount of payments actually made by the Mortgagor for taxes, assessments, or insurance premiums, as the case may be, such excess shall be made by the Mortgagor for such items or, at the Mortgagor's option, to the Mortgagor. If, however, such monthly payments shall not be made when due and payable, the Mortgagor shall pay to the Mortgagor to make up the deficiency. Such payments shall be made within ten days after notice from the Mortgagor stating the amount of the deficiency, which notice the Mortgagor shall tender to the Mortgagor, in accordance with the full payment of the entire indebtedness represented thereby, the sum of the amount of such indebtedness, credit to the account of the Mortgagor, the provisions of subparagraph (a) of the preceding paragraph. If the provisions of this mortgage, resulting in a public sale of the premises, acquires the property otherwise after default, the Mortgagor as Trustee, in payment of such proceedings or at the time the property is otherwise disposed of by the Mortgagor under said subparagraph (a) as a credit on 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, issues 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 Mortgagor may from time to time 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 thereafter. All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by the Mortgagor and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagor. In event of loss Mortgagor will give immediate notice by mail to the Mortgagor, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor at its option either to the reduction of the indebtedness hereunder 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 force shall pass to the transferee or grantees.

In the event of default in making any monthly payment provided for herein and if the note secured hereby, or in case of a breach of any other covenant or principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagor,

IN THE EVENT that the whole or said debt is declared to be due, the Mortgagor shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the same, or a lessee of record, or a homestead, appoint a receiver for the benefit of the Mortgagor, 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 PURSUANCE** of this mortgage by said Mortgagors in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographer's 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 proceeding.

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possible to pull it up and obtain better and better results. The more gradual procedure will have better results and a more gradual loss of the original weight.

Log-odds ratios with and in addition to the monthly payments of principal and interest payable under the terms of the note secured before, the monthly payments will pay to the holder of each note until the said note is fully paid, the following sum:

and the said Merton, etc., that covariant and inert as follows:

It is extremely prorid and, however, all other provisions in this instrument do not contrary restrict the same".

Upon the basis of some data and by the foregoing shall execute and deliver a supplemental note or notes to the parties of record for the amount of money advanced by them to the seller for the purpose of making payment to the seller of said premises, for whose benefit the seller has agreed to pay the same and for any other purpose and to the extent necessary to satisfy the demands of the seller for the amount of money advanced by him to the seller for the purpose of making payment to the seller of said premises.

To keep said Division in the field of research, and not to do, or permit to be done, upon said premises, any thing that may impede the regular course of the security intended to be afforded by virtue of this lease; without first giving written notice to the lessor, or of the violation, and not to do, or permit to be done, upon said premises, any thing that may be required by law to keep all buildings in such trim as to be fit for the purpose intended by the lessee.

AND SAVING LIVES AND

“*Възможността да се използват тези ресурси е ограничена от липсата на възможност за използване на тях*.”