

UNOFFICIAL COPY

James W. Alexander
Notary Public, State of Illinois
My Commission Expires 8/28/91
OFFICIAL SEAL
23rd Day of August 1989

Grant further states that effort makes this affidavit for the purpose of indexing the Register of Tolls, Cook County, Illinois to have the Tolls Certificate of the Fee and Date of possible United States Tax Lien.

FROM (DATE)	1980	OCCUPATION	Nat. Sec. Mgr.	EMPLOYER	VA R1-X	ADDRESS (STREET NO., CITY, STATE)	17601 Fitch Ave, Irvine CA
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Grant further states that during the last 10 years, effort has had the following occupations and current addresses and none other:

FROM (DATE)	1987	STREET NO.	15071 Laurel Ln	CITY	Lake Elsinore	STATE	CA
FROM (DATE)	1987	STREET NO.	23712 San Dona	CITY	Laguna Hills	STATE	CA
FROM (DATE)	1980	STREET NO.	8660 Kimbury Dr	CITY	Haworth Park	STATE	IL

Grant further states that during the last 10 years, effort has resided at the following address and none other:

Grant further states that his social security number is 408-96-2965 and that there are no United States Tax Liens against him.

County & date _____
City _____
Date of divorce _____
Divorced from _____

1. has never been married
2. the widow(er) of _____
3. married to Elizabeth Alexander
old mortgage having taken place on 8-25-89

James W. Alexander
being duly sworn, upon oath states that he is 32 years of age and

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois | County of Cook

UNOFFICIAL COPY



Property of Cook County Clerk's Office

2014

2014

WARRANTY DEED

Joint Tenancy
Sectatory (ILLINOIS)

(Individual to Individual)

3898813

UNOFFICIAL COPY

3898813

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR

Norman E. Stahl and
Bonnie I. Stahl, married to each other

of the Village of Hoffman County of Cook
State of Illinois for and in consideration of
Ten and No/100----- DOLLARS,
A other good & valuable consideration in hand paid,
CONVEYS and WARRANTS to

James W. Alexander and Elizabeth Alexander, his
wife, 15071 Laurel Ln., Lake Elsinore, CA 92330

(The Above Space For Recorder's Use Only)

(NAMES AND ADDRESS OF GRANTEE(S))

not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the
County of Cook in the State of Illinois, to wit:

Lot Twenty One------(21)
Block 208, in The Highlands West at Hoffman Estates XXIII, being a
Subdivision of part of the East Half (1/2) of Fractional Section 5,
and part of the Northeast Quarter (1/4) of Section 8, and part of
the West Half (1/2) of the Northwest Quarter (1/4) of Section 9, all
in Township 41 North, Range 10, East of the Third Principal
Meridian, according to Plat thereof registered in the Office of the
Registrar of Titles of Cook County, Illinois, on May 24, 1966, as
Document Number 2272742.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois, TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 07-08-209-009

Address(es) of Real Estate: 1229 Hassell Circle, Hoffman Estates, Illinois 60195

DATED this 23rd day of July 19 90

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
* Norman E. Stahl (SEAL) (SEAL)
Norman E. Stahl
* Bonnie I. Stahl (SEAL) (SEAL)
Bonnie I. Stahl

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Norman E. Stahl and Bonnie I. Stahl, married to each other

OFFICIAL SEAL
(NUMBER)
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES AUG. 31, 1992

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 acknowl-
edged that they signed, sent 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 official seal, this 23rd day of July 19 90
Commission expires 8/24/ 19 92
C. R. Buser
NOTARY PUBLIC

This instrument was prepared by Atty James M. Guthrie, 105 South Roselle Road, Schaumburg,
(NAME AND ADDRESS) Illinois 60193

MAIL TO: { Gary Lundeen (Name)
975 E. NERBE S-60 (Address)
SCHAUMBURG, IL 60192 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO
MR & MRS JAMES ALEXANDER
1229 HASSELL CIR.
HOFFMAN ESTATES IL 60195
(City, State and Zip)

AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED

ILLINOIS
STATE OF ILLINOIS
CLERK OF THE CLERK'S OFFICE
1217th 160C
1750

UNOFFICIAL COPY

Warranty Deed
JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE
LEGAL FORMS

10/17/37

INDUP

3898813
REGISTRATION TITLES
CAROL MOSELEY BRAUN
JUL 24 AM 11:32

Noted Grantor *Heard*
Address

3898813

Signature *Heard*

3898813

Sig. Clerk

CLARK

PROPERTY FUND, INC.
SUITE 5th FLOOR

Property of Cook County Clerk's Office

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the author of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR
Norman E. Stahl and
Bonnie I. Stahl, married to each other
of the Village of
Holtman
County of Cook
State of Illinois
for and in consideration of
Ten and NO/100 DOLLARS,
& other good & valuable consideration in hand paid,

Subject to general real estate taxes to the year 1989 and
subsequent years, easements, covenants & restrictions of
record.

herby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Permanent Real Estate Index Number(s): 07-08-209-009

Address(es) of Real Estate: 1229 Harrell Circle, Eastman Estates, Illinois 60195

DATED this 25th day of July 19 90

PLEASE PRINT OR TYPE NAME(S)
BONNIE I. STAHL (SEAL)
NORMAN E. STAHL (SEAL)
COOK
State of Illinois, County of

as 1, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that
Norman E. Stahl and Bonnie I. Stahl, married to each other

PERSONALLY known to me to be the same person whose name is also described
in the foregoing instrument, appeared before me this day in person, and acknowl-
edged that they signed, sealed and delivered the said instrument as their
own 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 official seal, this 23rd day of July 19 90
Commission expires 8/24/92
This instrument was prepared by Atty James M. Gutzler, 105 South Roselle Road, Schaumburg, Illinois 60193

NAME AND ADDRESS (MAIL TO)

VALUE OF REAL ESTATE
3091 4750

3898813

14750

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MR & MRS JAMES M. GUTZLER
1229 HARRELL CIR.
SCHUMBURG, ILL. 60195

Gray Lumber
975 E. NELLE 5-80

Property of Cook County Clerk's Office

1988 JUL 24 AM 11:32
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

1011737
IN Deed

3898813

Warranty Deed
JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

Age of Grantor *Legal*
Address _____
3898813
Husband _____
Wife *his wife*
Submitted by _____
Address _____
Zellweger Name _____
3898813
Formal _____
Signed _____
CLARK

ATTORNEY AT LAW
COUNTY FUND, INC.
2900 S. LAKE 6TH FLOOR

UNOFFICIAL COPY

VA HOME LOAN—ILLINOIS
MORTGAGE

68104291
LH603 012

**"THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS
OR ITS AUTHORIZED AGENT."**

THIS INDENTURE, made this **23rd** day of **July, 1960**, between

JAMES W ALEXANDER, AND ELIZABETH ALEXANDER, HIS WIFE

Mortgagor, and

MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of **The State of New Jersey** and authorized to do business in the state of Illinois, Mortgagee,

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 Twenty-Eight Thousand, Six Hundred Forty and 00/100 Dollars (\$ **128,640.00**) payable with interest at the rate of

Nine AND One-Half Per Centum per centum (**9 AND 1/2** %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at

One Rensselaer Road, Iselin, NJ 08830

or at such 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, Eighty-One and 67/100 Dollars (\$ **1,081.87**) beginning on the first day of **September, 1960**, 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, 2020**

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 situated, lying, and being in the County of **COOK** and the State of Illinois, to wit:

**Lot Twenty One------(21)
Block 208, in The Highlands West at Hoffman Estates XXIII, being a
Subdivision of part of the East Half (1/2) of Fractional Section 5,
and part of the Northeast Quarter (1/4) of Section 8, and part of
the West Half (1/2) of the Northwest Quarter (1/4) of Section 9, all
in Township 41 North, Range 10, East of the Third Principal
Meridian, according to Plat thereof registered in the Office of the
Registrar of Titles of Cook County, Illinois, on May 24, 1966, as
Document Number 2272742.**

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;

Should the Veterans Administration for any reason fail or refuse to issue the guarantee (in the maximum amount permitted) of the loan secured by this Mortgage under the provisions of the "Servicemen's Readjustment Act of 1944" 38 U.S.C. 1801, et seq., as amended, within sixty days of the date hereof, the Mortgagee herein may at its option declare all sums secured by this Mortgage immediately due and payable. The Mortgagors covenant and agree that so long as this Mortgage and the said note secured hereby are insured under the provisions of the Servicemen's Readjustment Act of 1944, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed, upon any violation of this undertaking, the Mortgagee may at its option declare the unpaid balance of the debt secured hereby due and payable.

NOTE IDENTIFIED

3898814

UNOFFICIAL COPY

2/11/91
1011737
STATE OF ILLINOIS

3898814
MORTGAGE
TRAY OF TITLES
MOSLEY BRAUN
24
M 11: 32

Submitted by _____
Address DOC NO _____
3898814
Palmetto Building
Country Music
Deliver certificate Trust
Notified 3898814
CLARK

GRANTY FUND, INC.
29 W. WASHINGTON ST. CHICAGO, ILL. 60601

MARGARETTEN & COMPANY INC
628 NORTH CT.
PALATINE IL 60067
MARGARETTEN & COMPANY, INC.
625 NORTH COURT, 3RD FLOOR
PALATINE, IL 60067

ILLINOIS VA MORTGAGE
NEAR-1200 Page 4 of 4 (Rev. 6/79)
MAY-1991 (8-91)

Prepared by:

OFFICIAL SEAL
Judy J. Jares
Notary Public, State of Illinois
My Commission Expires 5/28/91

My commission expires: 5/28/91
day of July, 1990
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned
JAMES N ALEXANDER, AND ELIZABETH ALEXANDER, HIS WIFE
personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and Notarial Seal the
23rd day of July, 1990

WITNESS the hand and seal of the Mortgagor, the day and year first written.
JAMES N ALEXANDER - Borrower
ELIZABETH ALEXANDER, HIS WIFE - Borrower

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 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 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 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 use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.
WITNESS the hand and seal of the Mortgagor, the day and year first written.

418868C

Should the Veterans Administration for any reason fail or refuse to issue the guarantee (in the maximum amount permitted) of the loan secured by this Mortgage under the provisions of the "Servicemen's Readjustment Act of 1944" 38 U.S.C. 1601, as amended, within sixty days of the date hereof, the Mortgagee herein may at its option declare all sums secured by this Mortgage immediately due and payable. The Mortgagee covenants and agrees that so long as this Mortgage and the said note secured hereby are insured under the provisions of the Servicemen's Readjustment Act of 1944, they will not execute or file for color, or creed, upon any violation of this undertaking, the Mortgagee may at its option declare the unpaid balance of the debt secured hereby due and payable.

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:

LOT TWENTY ONE, IN THE HIGHLANDS WEST AT HORNMAN ESTATES KXIII, (21) BEING A SUBDIVISION OF PART OF THE EAST HALF (S) OF SECTION 6, AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 8, ALL IN TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTER OF DEEDS OF COOK COUNTY, ILLINOIS, ON MAY 24 1966, AS DOCUMENT NUMBER 2272742. 1228 HARBELL OR HORNMAN ESTATES IL 60198

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 One Hundred Twenty-Eight Thousand Six Hundred Forty Dollars (\$128,640.00) payable with interest at the rate of Nine AND ONE-HALF PER CENTUM (9 AND 1/2 per annum) on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office at One Kenosha Road, Itasca, NJ 08830

Mortgagee, and JAMES W ALEXANDER, AND ELIZABETH ALEXANDER, HIS WIFE MARGARETTEN & COMPANY, INC. The State of New Jersey and authorized to do business in the state of Illinois, Mortgagee.

THIS INDENTURE, made this 23rd day of July, 1990, between THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT

VA HOME LOAN-ILLINOIS 0389814 6d104291 LHO03 012 MORTGAGE

Property of Cook County Clerk's Office

3898814

589

Handwritten signature or mark

UNOFFICIAL COPY

X

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 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 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 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 use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

James W. Alexander
JAMES W. ALEXANDER-Borrower

Elizabeth Alexander
ELIZABETH ALEXANDER, HIS WIFE-Borrower

-Borrower

-Borrower

3898814

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned
aforesaid, do hereby certify that

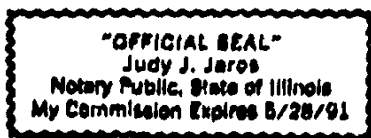
JAMES W. ALEXANDER, AND ELIZABETH ALEXANDER, HIS WIFE

personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal the

23rd

day of July, 1990



Judy J. Jaros
Notary Public

My commission expires: 5/28/91

Prepared by:

MARGARETTEN & COMPANY INC
625 NORTH CT.
PALATINE IL 60067

MAIL TO:

MARGARETTEN & COMPANY, INC.
625 NORTH COURT, 3RD FLOOR
PALATINE, IL 60067

ILLINOIS VA MORTGAGE
MAR-1289 Page 4 of 4 (Rev. 8/89)
Replaces MAR-1289 (2/88)

2/11/91
10/11/91
STATE OF ILLINOIS

3898814
MORTGAGE
26 AM 11:32
MOSLEY BRAUN
TRUST OF TITLES

Submitted by _____
Address DOC. NO. _____
Promised to _____ of the Recorder's Office of _____ County, Illinois
Deliver cert. to _____
Address _____ day of _____
Deliver duplicate Trust _____
Deed duly recorded in book _____
Address _____
Notified 3898814
CLARK
Clerk.

ATTN: MORTGAGE FUND, INC.
25 N. CALLE 5th FLOOR
CHICAGO

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 purpose 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 Mortgagee 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 impact the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien or mechanic 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 situated, upon the Mortgagee or 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 Mortgagee 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 monies 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 Mortgagee.

Upon the request of the Mortgagee the Mortgagee shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alienation, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments agreed to the same, and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a party with and as full 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 each period of one year, beginning on the date of the maturity of the original note, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor and debtor, falling to agree on the maturity, the whole maturity shall be due and payable thirty (30) days after demand by the creditor. In no event shall the Mortgagee be required to advance any such money and withstanding, that the Mortgagee shall not be liable for any such advance, or for any such tax, maintenance or repair, so long as the Mortgagee shall, in good faith, pay to the Mortgagee the full amount of the principal indebtedness, interest, taxes, assessments, or other charges, 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 Mortgagee 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 Mortgagee 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 sum:

(a) A sum equal to the unpaid rent, if any, next due after the payment in full, 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 Mortgagee is notified) less all sums already paid herefor 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 paid by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid by a single payment each month, to be applied to the following items in the order stated:

1. Ground rents, taxes, assessments, fire, and other hazard insurance premiums;
2. 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 Mortgagee's option, Mortgagee will pay a "late charge", not exceeding four percentum (4%) of any installment when received by Mortgagee more than fifteen (15) days after the due date thereof to cover the extra charges incurred in making 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 charges are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagee 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 Mortgagee for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagee. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagee 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 the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagee any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any property otherwise after default, the Mortgagee 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 Mortgagee 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.

UNOFFICIAL COPY

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 said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties 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 time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he will pay promptly when due any premiums therefor. All insurance shall 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 favor of and in form acceptable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, 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 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 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 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 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 said debt is declared to be due, the Mortgagee 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 equity of redemption, 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 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 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 and charge upon the said premises 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 stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the monies advanced by the Mortgagee, 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 monies remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall 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 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 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 Mortgagee.

ASSUMPTION: 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) **Funding Fee.** "A fee equal to one-half of one 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 its authorized agent, as trustee for the Secretary 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 U.S.C. 1829(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 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."
- (c) **Indemnity Liability.** "If this obligation is assumed, then the assumer 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."