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The title "Secretary of Veterans Affairs" shall be substituted for that of "Administrator of Veterans Affairs" and the designation "Department of Veterans Affairs" shall be substituted for that of "Veterans Administration" in each time either appears in this document pursuant to the provisions of Section 2, Public Law No. 100-527, the Department of Veterans Affairs Act.

ILLINOIS

VA Form 28-6310 (Home Loan)  
Rev. Aug. 1981 (Use Optional  
Schedule 140, Title 38, U.S.C.)  
Acceptable to Federal National  
Mortgage Association

# MORTGAGE

3960227

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

THIS INDENTURE, made this 26<sup>th</sup> day of April, 1991, between

CHERYL L. HOBBS POOLE AND THOMAS POOLE, JR. HER HUSBAND

AMERICAN STATES MORTGAGE, INC.

, Mortgagor, and

a corporation organized and existing under the laws of **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 **FORTY-SIX THOUSAND THREE HUNDRED FIFTY THREE AND NO/100**

Dollars (\$ **46,353.00** ) payable with interest at the rate of **NINE**

per centum ( **9.00** ) % per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee 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

**THREE HUNDRED SEVENTY TWO AND 97/100**

Dollars (\$ **372.97** ) beginning on the first day of **June**, 19 **91**, 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 **May**, **2021**

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 and assigns, the following described real estate situate, lying, and being in the county of **Cook** and the State of **Illinois**, to wit:  
**Lots 3 and 4 in Block 4 in Michigan Avenue Number 1, being a Subdivision in the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.**

PIN: 29-11-116-003 (Lot 3)  
29-11-116-004 (Lot 4)  
Commonly known as: 1135 East 146th Street, Dolton, IL 60419

NOTE IDENTIFIED

3960227

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.

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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 Mortgagor 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 Mortgagor's option, as Trustee shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items or the amount 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 the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor 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 Mortgagor any credit balance remaining under the provisions of this mortgage, resulting in a net amount due to the Mortgagee, which shall be a full and final discharge of the debt secured hereby.

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 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.

- (i) ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of the said note.
- (b) The aggregate of the amounts payable pursuant to subparagraph (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:
- (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 Mortgagee is notified) less all sums already paid therefor divided by the number of months to elapse before the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay ground rents, premiums, taxes and assessments.

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:

Payment is reserved to prepay, at any time, without premium or cost, 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. Further 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.

AND the said Mortgagor further covenants and agrees as follows:

It is expressly provided, however, that the provisions of this mortgage to the contrary notwithstanding, that the Mortgagee shall not be deemed to have the right to levy, discharge, or remove any tax, assessment, or 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 foreclosure of the said premises or any part thereof to satisfy the same.

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 to the same extent as the notes and mortgages described 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, or as may be agreed to 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 in full (30) days after demand by the creditor. In no event shall the maturity extend beyond the maturity of the note last described above.

In the event of the failure 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 to be paid by the Mortgagor, and 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.

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said Mortgagee, its heirs, assigns 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 Law of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release.

AND THE SAID MORTGAGOR covenants and agrees:

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public sale of the premises secured hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as Trustee shall apply at the time of the same payment of all costs and charges at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagee and in satisfaction of the principal of the interest accrued and unpaid and the balance to the principal then remaining and to the interest accrued.

AN ADDITIONAL SECURITY INTEREST, in and to the indebtedness secured hereby the Mortgagee does hereby assign to the Mortgagee all the rents, issues and profits of the premises hereinafter described, hereafter accrued for the use of the premises hereinabove described. The Mortgagee shall be entitled to receive the full amount of such rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas, mineral, placer, or royalty to be thereafter lawfully or hereafter in effect. The lessee, assignee or sublessee of such premises shall be obligated to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGEE WILL OBTAIN AND MAINTAIN fire, lightning, windstorm, hail, and other types of such type or types and amounts as Mortgagee may from time to time require on the premises hereinafter described, and except when payment for all such premiums has theretofore been made, the Mortgagee shall be authorized to obtain and pay for such insurance. All insurance shall be carried in companies approved by the Mortgagee and the cost of such insurance shall be paid by the Mortgagee and have attached thereto loss payable clauses in favor of and to be made payable to the Mortgagee. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss and make payment promptly by Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee instead of to the Mortgagee and the Mortgagee jointly, and the insurance proceeds or any part thereof may be applied to the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property it insured. In event of foreclosure of this mortgage, or other transfer or title to the mortgaged property, or steps for sale of the same, or any other event hereunder, all right, title and interest of the Mortgagee in and to any insurance policy or policies for such purposes to the payment of a premium.

IN THE EVENT of default in the monthly payments provided for hereon, and in the note secured hereby, or in case of a breach of any other covenant or condition herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall be due to the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole or any part of the indebtedness secured hereby is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any such foreclosure, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the Mortgagee or any party claiming under said Mortgagee, and without regard to the solvency or insolvency at the time of such application, cause the whole or any part of the premises or 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, to be sold and disposed of for the benefit of the Mortgagee, with power to collect rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of a 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 the 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 other charges, 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, where 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 sale, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, and any fees 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) if 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.

If Mortgagee shall pay and satisfy the terms 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 of satisfaction of this mortgage, and Mortgagee hereby waives the benefits, statutes or laws which require the 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 title of the Mortgagee shall operate to release, in any manner, the original liability of the Mortgagee.

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.

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 the 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 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 1829(b).

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STATE OF ILLINOIS

91 APR 29 PM 12:28  
CAROL MOSTLEY BRAUN  
RECORDER OF DEEDS  
COOK COUNTY

Mortgage

Submitted by

Address

Premises

Debit

DOC NO

Filed for Record in the Recorder's Office of

3960227

on the day of

AD 19

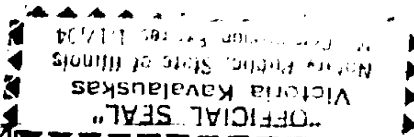
at o'clock

and duly recorded in Book

of page

3960227

Property of Cook County Clerk's Office



Given under my hand and Notarial Seal this  
26 day of April 19 91  
Victoria Kavalauskas  
Notary Public

This instrument was prepared by Linnea Larue  
AMERICAN STATES MORTGAGE, INC.  
915 West 175th Street  
Homewood, Illinois 60430

The undersigned  
a notary public, in and for the county and State aforesaid, Do hereby Certify  
CHERYL L. HOBBS POOLE, DR., HER HUSBAND  
and  
her spouse, personally known to me to be the same person whose  
name appeared in 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.

STATE OF ILLINOIS  
COUNTY OF COOK

WITNESS the hand and seal of the Mortgagee, the day and year first written  
CHERYL L. HOBBS POOLE (SEAL)  
THOMAS POOLE, DR. (SEAL)

THE GOVERNANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs,  
executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural,  
and the word "person" shall include any natural or artificial person, and the word "party" shall include the party  
and his or her heirs, executors, administrators, successors, and assigns. Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof  
with or without operation of law or otherwise.