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2002-04-03 15:47:55
Cook County Recorder 37.50



0020380327

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Prepared By:
JULIE JANSSEN

Attn: Joyce Grudzien

State of Illinois

AP# 347340 #97
LN# 347340 #97

MORTGAGE

FHA Case No.

137-1590883

MIN 1000312-0970347340-3

THIS MORTGAGE ("Security Instrument") is given on February 28, 2002
The Mortgagor is ROBERTO PEREZ, ANA I. PEREZ, HUSBAND AND WIFE and ERIKA TABOADA,
MARRIED TO JAVIER PEREZ

STEWART TITLE OF ILLINOIS
2 NORTH LaSALLE STREET, SUITE 1920
CHICAGO, IL 60602

("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
SGB CORPORATION DBA WESTAMERICA MORTGAGE COMPANY, A COLORADO CORPORATION

("Lender") is organized and existing under the laws of THE STATE OF COLORADO, and has an address of 5521 N. CUMBERLAND AVENUE, CHICAGO, IL 60656-1479 CO 80111.
Borrower owes Lender the principal sum of Two Hundred Sixteen Thousand Nine Hundred Five and no/100 Dollars (U.S. \$ 216,905.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2032.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance

FHA Illinois Mortgage with MERS - 4/96

VMP-4N(IL) (0109)

Amended 2/01

Page 1 of 8 MW 09/01

Initials: R.P.

VMP MORTGAGE FORMS - (800)521-7291

R.P.
A.P.
F.T. J.P.



MARQUIS TITLE 4492515122 3063

AP# 347340 #97

LN# 347340 #97

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in

COOK

County, Illinois:

LOT 16 IN BLOCK 21 IN GRAND AVENUE ESTATES, A SUBDIVISION OF THAT PART SOUTH OF WEST GRAND AVENUE OF THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 33 FEET OF THE SOUTH 1/4 OF SAID WEST 1/2 OF THE NORTHWEST 1/4, IN COOK COUNTY, ILLINOIS. TAX I.D. #: 13-32-117-037 VOLUME 365

Parcel ID #: 13-32-117-037 VOLUME 365

which has the address of 2128 NORTH MOBILE AVENUE
CHICAGO

[Street]

[City], Illinois

60639

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

AP# 347340 #97

LN# 347340 #97

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

Initials: R.P.
A.P.
F.T.
J.P.

A.P.
F.T.
J.P.

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J.P.

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Statement of Occupancy

20380327

WestAmerica Mortgage Company

Loan Number : 347340 #97

Date : 02/28/02

Borrower(s) : ROBERTO PEREZ
ANA I. PEREZ
ERIKA TABOADA

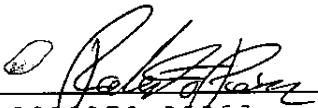
Property Address : 2128 NORTH MOBILE AVENUE
CHICAGO, IL 60639


I hereby acknowledge and agree that I will occupy the above referenced property as my primary residence within thirty (30) days of the loan closing. Failure to do so shall constitute a default under the terms and conditions of the Note and Deed of Trust/Mortgage executed in connection with my loan, and upon the occurrence of such default, the whole sum of principal and interest shall immediately become due and payable at the option of the holder thereof.

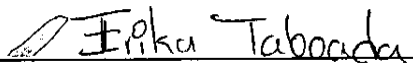
I am aware that should my loan be assigned to another institution, failure to properly occupy the property could either prevent the assignment or force a repurchase of the loan. I understand that I may be held responsible for costs incurred as a result of these events.

I fully understand that it is a Federal crime punishable by fine or imprisonment or both to knowingly make any false statement concerning any of the above facts, as applicable under the provision of Title 18, United States Code, Section 1010.

Signed :


ROBERTO PEREZ

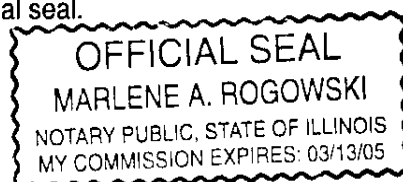

ANA I. PEREZ


ERIKA TABOADA

The foregoing instrument was acknowledged before me this
by

day of 20 ,

Witness my hand and official seal.



My commission expires:

Notary Public