

UNOFFICIAL COPY

MORTGAGE

TMS

MORTGAGE NUMBER

353129

July 3 19 90

2029 NORTH AVERS, CHICAGO, ILLINOIS 60647

90321533

Property Address City State Zip Code

DIONISIO PEREZ and TERESA PEREZ, HUSBAND AND WIFE

Borrower(s) address if different from Property address
TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #100, OAKBROOK TERRACE, ILLINOIS 60181

PRINCIPAL BALANCE (the amount you borrowed)	PAYMENT AMOUNTS AND TIMES (your monthly payments)			
	Monthly Payment U.S. \$	Final Payment U.S. \$	First Payment Date	Final Payment Date
71,155.50	704.65	61,022.54	8/9/90	7/9/05

THIS MORTGAGE ("Security Instrument") is made today between the Borrower(s) at the name and address shown above (herein "Borrower"), and the Lender shown above.

EXISTING UNDER THE LAWS OF NEW JERSEY with an address shown above (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of the Principal Balance shown above, which indebtedness is evidenced by Borrower's note dated the same date as this Security Instrument and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the Final Payment date shown above.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property which has the address shown above (herein "Property Address"):

Property Tax Index Number: 13-5-124-010

LOT 35 IN BLOCK 8 IN GRANT AND KENEY'S ADDITION TO PENNOCK, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$16.25
T43333 TRAN 1224 07/05/90 11:28:00
45638 # C *-90-321533
COOK COUNTY RECORDER

SAID PROPERTY REFERRED TO AS LOT(S) 35 OF BLOCK(S) 8 ON THE MAP OF CHICAGO, COOK COUNTY, ILLINOIS

ALSO KNOWN AS 2029 NORTH AVERS CHICAGO, ILLINOIS 60647

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:
NANCY A. KNUDSON
TRAVELERS MORTGAGE SERVICES, INC., 1 S 660 MIDWEST ROAD, SUITE #100, OAKBROOK TERRACE, ILLINOIS 60181

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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.

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Borrower requesting payment.

From the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear in-

Any amount distributed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender may take action under this paragraph 7, Lender does not have to do so. Although Lender may take action under this paragraph 7, Lender does not have to do so. Lender may take action under this paragraph 7, Lender does not have to do so. Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do as and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

5. Hazard Insurance. Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened, the restoration or repair shall be applied to restoration or repair of the Property. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

4. (Charges; Taxes; Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be payable under paragraph 2; fourth, to interest due; and last, to principal due. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. Application of Payments. Unless applicable laws provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note to the Lender on the day monthly payments are due under the Note until the Note is paid in full. A sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach prior to this Security Instrument; (b) yearly leasehold payments or ground rents on the property; if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, including Lender's reserve interest on the Funds, and applicable law permits Lender to make such a charge. Borrower may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender/owner reserves interest on the Funds, and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon Payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note to the Lender on the day monthly payments are due under the Note until the Note is paid in full. A sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach prior to this Security Instrument; (b) yearly leasehold payments or ground rents on the property; if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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BALLOON PAYMENT RIDER TO NOTE OR SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this 3rd Day of July
~~XXXX~~ 1990, and amends a Note in the amount of \$ 71,155.50
 (the "Note") made by the person(s) who sign below ("Borrower") to TRAVELERS MORTGAGE SERVICES, INC. ("Lender") or the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given by Borrower to secure repayment of the Note.

In addition to the agreements and provisions made in the Note and the Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON July 9
2005 (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).

<u> <i>Antette Woodruff</i> </u> Witness	<u> <i>Donald Perez</i> </u> (Seal) Borrower DIONISIO PEREZ
_____ Witness	<u> <i>Teresa Perez</i> </u> (Seal) Borrower TERESA PEREZ
_____ Witness	_____ (Seal) Borrower
_____ Witness	_____ (Seal) Borrower

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BALLOON PAYMENT RIDER TO NOTE ON SECURITY INSTRUMENT

The BALLOON PAYMENT RIDER (Rider) is made this 3rd Day of July 2008 and amends a Note in the amount of \$ 71,122.30 (XXXXX) and secures a Note in the amount of \$ 71,122.30 (XXXXX) to TRAVELERS WORKINGS (Borrower) who sign below (Borrower) to SECURITY SERVICES, INC. (Lender) of the Mortgage Note of Trust or Security Instrument dated the same date and given by Borrower to secure repayment of the Note.

In addition to the agreement and provisions made in the Note and the Security Instrument, Borrower and Lender further agreed as follows:

1. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008.

2. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008. THE BALLOON PAYMENT RIDER (RIDER) IS PAYABLE IN FULL ON July 9, 2008.

Witness: _____
 Borrower: DIONISIO PEREZ
 Witness: _____
 Borrower: TERESA PEREZ
 Witness: _____
 Borrower: _____
 Witness: _____
 Borrower: _____
 Witness: _____

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If Lender required Mortgage Insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in force until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is taken by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and another Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

19. Remedies. If Borrower fails to pay the sums secured by this Security Instrument when due, or if Lender exercises any of the options provided in paragraphs 13, 17, or 18, Lender shall be entitled to exercise any and all remedies available to it under applicable law, including, but not limited to, the right to: (a) sue for the sums secured by this Security Instrument and the Note, with interest and costs; (b) foreclose on the Property; (c) sell, lease, or otherwise dispose of the Property; (d) appoint a receiver for the Property; (e) take any action which may be necessary to protect its interest in the Property and the sums secured by this Security Instrument and the Note; and (f) take any action which may be necessary to enforce its rights under this Security Instrument and the Note. Lender shall not be limited by any statute of limitations in the exercise of any of the remedies provided in this paragraph.

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OFFICIAL SEAL
PAULETTE WADLINGTON
Notary Public, State of Illinois
My Commission Expires 5/4/04

TRAVELERS MORTGAGE SERVICES, INC.
1 S 660 MIDWEST ROAD, SUITE #100
OAKBROOK TERRACE, ILLINOIS 60181

MAIL TO

RECORD AND RETURN TO:
Space Below This Line For Recording Data

Commission expires: MAY 4, 1994
Notary Public
PAULETTE WADLINGTON
July 19 90

THE UNDERSIGNED
DIONISIO PEREZ and TERESA PEREZ, HUSBAND AND WIFE
Notary Public in and for said county and
STATE OF ILLINOIS
COOK County ss: I, a Notary Public in and for said county

Witness
DIONISIO PEREZ
Witness
TERESA PEREZ
Witness
Borrower
Borrower
Borrower

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that this Security Instrument, foreclosure by judicial proceeding and sale of the Property, shall be subject to the non-existence of a default or any other defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-existence of a fault or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence, and costs of title evidence, and costs of title evidence, and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (b) judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payments of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall be- come null and void. Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Releases. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall be- come null and void. Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend the Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend the Security Instrument. (Check applicable boxes)
23. Adjustable Rate Rider
24. Condominium Rider
25. 1-4 Family Rider
26. Planned Unit Development Rider
27. Graduated Payment Rider
28. Balloon Payment Rider
Others (Specify)
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security In- strument and in any rider(s) executed by Borrower and recorded with it.

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