

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.  
8100 OAK LANE  
MIAMI LAKES, FL 33016  
LOAN NUMBER: 50-520001-9



- DEPT-11 RECORD - T \$33.50  
T43333 TRAN 3221 10/01/93 15:44:00  
45245 + \*-93-789438  
COOK COUNTY RECORDER

93789438

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 24TH, 1993  
The mortgagor is **SHEILA R. PERRY, AN UNMARRIED WOMAN - A SPINSTER**

MERCANTILE MORTGAGE COMPANY  
which is organized and existing under the laws of ILLINOIS  
477 E. BUTTERFIELD ROAD, SUITE 310, LOMBARD, IL 60148 , and whose address is

(Borrower). This Security Instrument is given to  
FIIFTY FIVE THOUSAND AND NO/100  
Dollars (U.S. \$ 55,000.00). This debt 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  
OCTOBER 1ST, 2008 . 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 of Borrower's  
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage,  
grant and convey to Lender the following described property located in

COOK County, Illinois:

"ATTACHED HERETO AND MADE A PART HEREOF"

p.i.n. 25-32-203-052

CC654266

which has the address of 12739 SOUTH SANGAMON  
(Street)

Illinois 60643 ("Property Address");  
(Zip Code)

, CHICAGO  
(City)

33.

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ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 10701 (91C3)  
MFIL9141-04/93

Form 3014 9/90 (page 1 of 6 pages)  
Great Lakes Business Forms, Inc. ■  
To Order Call 1-800-520-8383 (FAX 816-751-1121)

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ITEM 16362 (21)

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) causes to be good faith in writing to the payee of the instrument of the obligation secured by the lien in a manner acceptable to Lender; (c) secures against encroachment of the lien in, legal proceedings which in the Lender's opinion operate to the Lien by, or decrees against encroachment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the encroachment of the Lien; or (c) secures from the holder of the Lien an agreement satisfactory to Lender which may attach priority over this Security Instrument, Lender may give Borrower a notice terminating which shall satisfy the Lien or take one or more of the actions set forth above within 10 days of the giving of notice.

2. Application of Payments. Unless otherwise provided in this Agreement, all payments under paragraphs 1 and 2 shall be made: first, to my representative charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to my late charges due under the Note.

3. Charges; Late. Borrower shall pay all late, acceleration, charges, fines and impositions attributable to the property which may arise prior to or after this Note matures, and each and every payment of principal or interest past due.

4. Cognovit. Late. Borrower shall pay all late, acceleration, charges, fines and impositions attributable to the unpaid principal.

5. Application of Payments. Unless Borrower makes these payments directly, Borrower shall promptly remit to Lender receipts under this paragraph. If Borrower fails to make payments directly, Borrower shall promptly remit to Lender receipts under this paragraph to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the maker provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time due, plus attorney's fees and costs of collection.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an account whose deposits are measured by a recordable receipt, instrumentality, or currency (including letters, if Lender's may not then be held in any recordable Home Loan Bank). Lender shall apply the Funds to pay the Escrow items, unless Lender may not then be holding and applying the Funds, similarly as to the Escrow items, or vertically like the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate reporting service used by Lender in connection with this loan, unless applicable law prohibits such a charge. Lender shall pay a fee for holding and applying the Funds, similarly as to the Escrow items, unless Lender's fees are such a charge. However, Lender shall not be liable to the Funds for any sums and the purpose for which each debited to the Funds was made. The Funds are pledged as additional security for all sums and the purpose for which each debited to the Funds was made. The Funds are pledged as additional security for all sums Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds, or amounts on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, or amounts on the Funds, at a rate equal to the rate charged by Lender to pay Borrower any interest agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or amounts on the Funds, or amounts on the Funds, at a rate equal to the rate charged by Lender to pay Borrower any interest Lender shall pay a fee for holding and applying the Funds, similarly as to the Escrow items, unless Lender's fees are such a charge.

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 Note and any prepayment and late charges due under the Note.

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may accrue over this Security Instrument as a loss on the Project; (b) yearly leasehold payments of ground rents on the Project, if any; (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to insurance companies, if any; (e) yearly property taxes, if any; (f) any amounts payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These amounts may be applied to the principal of the Note or to accrued interest or to any other amount due under the Note.

3. 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 Note and any prepayment and late charges due under the Note.

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

Initial valuations by pension fund companies in construction usually include an allowance for real property.

THIS CERTAINLY INSTITUTE combines unique features for general use and non-military purposes which  
complements of record.

**TOEFL TEST** WITH THE USE OF COMPUTERIZED TESTS AND INTEGRATED TESTS ARE THE SAME EXCEPT THAT THE COMPUTERIZED TEST IS AUTOMATICALLY ASSESSED BY THE COMPUTER, WHILE THE INTEGRATED TEST IS ASSESSED BY HUMAN GRADERS.

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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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned 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.

**11. 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 of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and 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 any other 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.

**13. 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.

**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 as so 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

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9. Inspection. Landlord or his agents may make reasonable entries upon and inspections of the Property. Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damage(s), direct or consequential, in connection with

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt by this Secuity interest until such time as the amount disbursed exceeds the amount of the Note.

7. Protection of Leander's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may affect Leander's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or for sale or receivership), Leander may do and pay for whatever is necessary to protect the value of the Property (such as a proceeding in bankruptcy, probate, for condemnation or for sale or receivership). Leander may do and pay for whatever is necessary to protect the security over the Property (such as a proceeding in bankruptcy, probate, for condemnation or for sale or receivership) or the proceeds from the sale of the property. Leander may do and pay for whatever is necessary to protect the security over the Property (such as a proceeding in bankruptcy, probate, for condemnation or for sale or receivership) or the proceeds from the sale of the property.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to participation shall not exceed a portion of the monthly payments received by Lender.

The Property shall be held by the Lessee Lessor and Borrower as trustee in trust, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lessor's security is not breached, the restoration of repair is not economically feasible and Lessor's security is not breached, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not due, until any excess paid to Borrower, if Borrower abandons the Property, or does not answer within 30 days a notice from Lessor that the insurance has offered to settle a claim, then Lessor may collect the insurance proceeds. Lessor may use the proceeds to repair or restore which property or to pay sums secured by this Security Instrument, whether or not due. The 30-day period will begin when the notice is given.

to the periods in which Leader's shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Leader's approval which shall not be unreasonably withheld. The insurance carrier providing the insurance shall be chosen by Borrower subject to the terms and conditions set forth in the insurance contract.

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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 as if no acceleration had 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 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 failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

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■ 2010-0000-0000-0000

תבונת וריאנט

477 E. BUTTERFIELD ROAD, SUITE 310, LOMBARD, IL 60148

1997-1

RE RECENT-HILL BROTHERS COMPANY,

The instrument was prepared by

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My Communion expires: APRIL 16, 1996

Givenc under my hand and offical seal, this

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• personally known to me to be the same as my(s) whose name(s) is/are  
submitted to the licensing instrument, appended before me this day in person, and acknowledge[d] that he  
signed and voluntary act for the uses and purposes herein set  
out delivered the said instrument as his

and thereby certify that SHEILA R. PERRY, AN UNMARRIED WOMAN, is a SIGNED

#### THE UNDERSTANDING

THE UNDERSIGNED

STATE OF ILLINOIS.

COOK

Social Security Number: 233-45-1234  
Name: SHELIA R. PERRY  
Borrower (Sole)  
Social Security Number: 233-45-1234  
Name: SHELIA R. PERRY  
Borrower (Sole)

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this Security Instrument and in any addendum(s) executed by Borrower and recorded with it.

### **[Goods] (s)ent**

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<input type="checkbox"/> 1-4 Family Rider	Condominium Rider	<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Standard Premium Rider	<input type="checkbox"/> Biweekly Premium Rider	<input type="checkbox"/> Proceed Limit Development Rider	<input type="checkbox"/> Proceed Limit Improvement Rider	<input type="checkbox"/> All-on Rider
<input type="checkbox"/> Second Home Rider							

[extra credit (check applicable box)(c)]

24. Ruler(s) to this Society by Instrumental. If one or more rulers are elected by Powers and concorded together with this Society by Instrumental, the covener(s) and agreeement of each such ruler shall be incorporated into and shall stand and abide by the covener(s) and agreeement of this Society by Instrumental as if the ruler(s) were a part of this Society.

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COMMITMENT FOR TITLE INSURANCE NO. 93004538

## LEGAL DESCRIPTION

LOT TWENTY SEVEN (27) (EXCEPT THE SOUTH 3-1/3 FEET THEREOF AND THE SOUTH 8-1/3 FEET OF LOT TWENTY EIGHT (28); IN BLOCK ONE (1) IN PON AND COMPANY'S "RIVERSIDE SUBDIVISION" BEING A SUBDIVISION OF THAT PART LYING NORTH OF LITTLE CALUMET RIVER OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE EAST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (EXCEPT THE WEST 25 ACRES THEREOF); OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 25-32-203-052

Commonly known as: 12739 S. SANGAMON, CHICAGO, IL

END OF SCHEDULE A.

REC'D-68765