

# UNOFFICIAL COPY

97657939

Prepared by & Mail to:

Pan American Financial  
Services, Inc.  
4250 N Marine Dr #228  
Chicago, IL 60613

DEPT-01 RECORDING \$31.50  
T#5558 TRAM 6373 09/08/97 13:56:00  
#1570 4 JJ \*-97-657939  
COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE (Security Instrument") is given on August 29,  
1997

The mortgagor is LETHA PERNELL, DIVORCED NOT SINCE REMARRIED ("Borrower"). This Security Instrument is given to Pan American Financial Services Inc. which is organized and existing under the laws of Illinois and whose address is 4250 N. Marine Drive Suite 228 Chicago, IL 60613 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FOUR THOUSAND EIGHT HUNDRED 00/100 Dollars (U.S. \$104,800.00). 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 SEPTEMBER 4, 2027. 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

LOT 82 IN THE FIRST ADDITION TO CUMMINGS AND FOREMAN REAL ESTATE CORPORATION, A SUBDIVISION OF PART OF MIAMI PARK IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#15-09-301-053

which has the address of 436 MORRIS BELLWOOD IL 60104-

PREPARED BY:D. ZIELINSKI OF PAN AMERICAN FINANCIAL SERVICES, INC.  
4250 N. MARINE DRIVE #228, CHICAGO IL 60613

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(*Exodus 9:16*)

3. **Hazard or Property Insurance.** Borrower shall keep the insurance now existing or hereafter effected on the property insured against loss by fire, hazards included within the term "extensive damage" and floods or flooding, for which Lender requires rewrites insurance schedule. This insurance shall be maintained in the amounts and

Barrowever said prominently that Security Interest in less than 50 days of the filing of notice.

### **3. Application of Payments**

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Securitization Fund for the excess Funds in accordance with the requirements of the applicable law. Borrower shall pay to the Securitization Fund the amount necessary to pay to Lender the amount necessary to make up the deficiency in no more than twelve months after the date of the Securitization Fund's demand for payment. Borrower shall make up the deficiency in no more than twelve months after the date of the Securitization Fund's demand for payment.

**2. Funds for Taxes and Insurance.** Subject to the provisions of the Note, and the manner by which or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue over this Security Instrument as a lien on the Property; (a) yearly lessee's taxes and payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower's items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount allowed for Borrower's security account under the federal Retail Installment Credit Act or a similar law for a period of one year from the date of payment of the principal balance of the mortgage loan to Lender may, at any time, require for Borrower's security account under the federal Retail Installment Credit Act or a similar law for a period of one year from the date of payment of the principal balance of the mortgage loan to Lender, or otherwise, to the lesser amount Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Expenses, or otherwise in accordance with applicable law.

1. Payment of Prepayment and Late Charges: Borrower shall pay promptly all interest due under the Note.

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

This section contains guidelines for conducting research involving children and young people.

**THIS SECTION IS FOR RECORDS OF RECOMMENDATIONS OR COMMENTS OF THE INSPECTOR.**

**BORROWER COVENANTS** that Borrower is lawfully engaged in the same business as the Lender, and that Borrower will defend geographically the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security and fixtures now or thereafter erected a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is intended to be extended to all the Society instruments as the "Property".

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**10. 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 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 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

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### **Answers for Appendix**

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and affirmative conditions in this Security Instrument, or if there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probable, for nondiscretion or forfeiture or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the property.

Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed one-half of the amount of principal then outstanding.

Leander's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Leander may, in Leander's option, obtain coverage to protect Leander's rights in the Property in accordance with paragraph 7.

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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 right of homestead exemption in the Property.

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(Address)

(Name)

This instrument was prepared by

ROBERT B. TALIAFERRO  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 2/23/98  
OFFICIAL SEAL

Notary Public

29th day of August 1997

Given under my hand and official seal, this

for th.

free and voluntary act, to the uses and purposes herein set forth,  
and delivered the said instruments as  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *[Signature]* signed  
, personally known to me to be the same person(s) whose name(s) *[Signature]*

do hereby certify that

1. Robert B. Taliaferro

2. Notary Public

County ss:

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

-Borrower  
(Seal)

Witness:

Witness:

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 rider(s) executed by Borrower and recorded with it.

- Check applicable box(es)]
- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       | <input type="checkbox"/> Other(s) (Specify) |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Ballroom Rider     |
| <input type="checkbox"/> Biweekly Payment Rider  | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Rate Improvement Rider  | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) (Specify) |

24. Riders 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 this Security Instrument as if the rider(s) were a part of this Security Instrument and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend and supersede all other covenants and agreements of this Security Instrument.

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97657940

## QUIT CLAIM DEED STATUTORY

THE GRANTOR(S)  
JAMES BRICKHOUSE,  
A WIDOWER NOT SINCE REMARRIED

DEPT-01 RECORDING \$25.50  
145555 TRAN 6373 09/08/97 13:56:00  
41571 + J.J. # - 97-657940  
COOK COUNTY RECORDER

OF THE CITY OF CHICAGO COUNTY OF COOK

STATE OF ILLINOIS

FOR AND IN CONSIDERATION OF TEN DOLLARS AND OTHER GOOD AND VALUABLE  
CONSIDERATION IN HAND PAID, CONVEYS AND QUIT CLAIMS TO:

JAMES BRICKHOUSE, WIDOWER NOT SINCE REMARRIED, AND  
PAMELA BRICKHOUSE, A SPINSTER, AS JOINT TENANTS

ALL INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF  
COOK THE STATE OF ILLINOIS TO WIT: HEREBY RELEASING AND WAIVING ALL RIGHTS  
UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS  
The following Real Estate in the County of Cook, the State of Illinois described as:

LOT 4 IN PARKS SUBDIVISION OF LOTS 20 TO 32, INCLUSIVE, (EXCEPT THE NORTH 40 FEET  
THEREOF), IN BLOCK 9 IN MADISON'S STREET ADDITION TO THE CITY OF CHICAGO IN  
THE SOUTH EAST QUARTER (SE1/4) OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-15-400-024 C/K/A: 4330 W FLOURNOY CHICAGO IL 60624

DATED THIS 29<sup>th</sup> DAY OF August, 1997.

James H. Brickhouse  
JAMES BRICKHOUSE

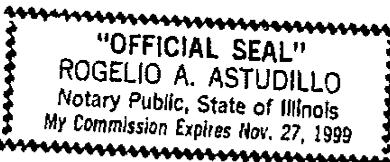
STATE OF ILLINOIS  
COUNTY OF COOK

I, the Undersigned, a Notary Public in and for said County, do hereby certify that James H. Brickhouse  
personally known to me to be the same person whose name(s) /s/ subscribed to this instrument and  
acknowledged that he signed sealed and delivered the said instrument as his 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 SEAL THIS 29<sup>th</sup> DAY OF August, 1997.

Rogelio A. Astudillo  
NOTARY PUBLIC

PREPARED BY AND MAIL RECORDED DOCUMENT TO:  
JAMES BRICKHOUSE  
4330 W FLOURNOY  
CHICAGO, ILLINOIS 60624



23.50  
J.W.J.

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RECEIVED  
CLERK'S OFFICE

Property of Cook County Clerk's Office