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2258/0024 07 001 Page 1 of 5
1998-10-09 09:42:20
Cook County Recorder 31.50



98910379

Prepared by & Mail to:

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

MORTGAGE

THIS MORTGAGE (Security Instrument") is given on September 29, 1998. The mortgagor is JAMES BRUCE FROSTICK AND MELODY FROSTICK, AS JOINT TENANTS ("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 SIXTY NINE THOUSAND SIX HUNDRED AND NO/100 Dollars (U.S. \$69,600.00).

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 OCTOBER 5, 2013.

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:

LOTS 15 AND 16 IN BLOCK 2 IN F.R. MOTT'S ADDITION TO THE VILLAGE OF WEST HAMMOND, A SUBDIVISION IN SECTION 8, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN #: 30-08-304-012-0000 AND
PIN #: 30-08-304-013-0000

5524CC

which has the address of 513 FREELAND AVE, CALUMET CITY, IL 60409-

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

(Page 1 of 6 pages)

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3. **Insured or property insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire; hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which lender requires insurance. This insurance shall be maintained in the amounts and

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower or (a) agrees in writing to the payment in full of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the transfer of the property described above to Lender; or (c) agrees to the payment of the amount due under this Security instrument within 10 days of the filing of notice.

4. **Chargers, loans, properties** which carry added burdens over this Security instrument, and lesstdated payments of principal debts, if any; Borrower shall pay all taxes, assessments, charges, times and expenses liable to the person or persons making these payments directly; Borrower shall promptly furnish to Lender receipts evidencing the payment of such taxes, assessments, charges, and expenses.

3. Application of Payments. Unless otherwise law provides, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second, to amounts payable under paragraph 2; third, to interest due (or which would have accrued during the period since the last payment due under Note).

lunds held by Landor, shall supply any funds held by Landor at the time of acquisition of sale as a credit against the sum secured by this Security instrument.

such case George shall pay to Lender the amount necessary to make up the deficiency; and in such case as hereinafter provided by law to pay the excess net rents when due under the leasehold interest.

If the Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to this Security Instrument.

2. Funds for Taxes and Liabilities. Subs ect to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may affect this Security Interest as a loss on the Property, for (a) yearly leasehold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (f) any yearly insurance premiums, if any; and (g) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums. These expenses and assessments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (f) any yearly insurance premiums, if any; and (g) any sums payable by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (g) any sums payable by Borrower to Lender, less than the amount of the Note, if any.

Agreement of Preparation and Interests Prepayment and late Charge. 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.

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

THIS SECURITY INSTRUMENT combines uniform guidelines for individual use and non-individual coverings with circumstances of record.

BORROWER COVENANTS shall Borrower is lawfully seized of the estate hereby conveyed and has the right to notwithstanding, grant and convey the Property is unencumbered, except for encumbrances of record, Borrower waives and will defend generally the title to the Property against all claims and demands, stipulated in any

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this instrument. All of the foregoing is referred to in this Security instrument as the "property".

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

8. Motor Vehicle Insurance: It is mandatory to insure your vehicle as a condition of driving the same and is governed by the Motor Vehicle Act. The premium required to insure your vehicle depends on the type of vehicle, its age, engine capacity, and other factors such as the color of the vehicle, the place where it is registered, and the purpose for which it is used. The premium is usually paid annually and is subject to revision every year. The insurance company will provide you with a certificate of insurance which you must keep in your vehicle at all times. The certificate will contain information such as the name of the insured, the make and model of the vehicle, the date of issuance, the amount of coverage, and the policy number. The certificate is valid for one year from the date of issuance.

Any amounts disturbed 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 than shall be necessary to borrower repayment date of disturbance in the Note rate and shall be payable with interest upon notice from Lender to borrower beginning

7. **Retention of Lender's Rights in the Property.** If from whatever cause the covenants and agreements contained in this Security Instrument, or those set forth in the Deed, are breached by the Borrower, the Lender may do and pay for whatever is necessary to protect the value of the Property, provided, however, that such action may not be taken until the Borrower has failed to cure such breach within a reasonable time after notice of such breach has been given to the Borrower.

unless I am dead or and Borrower otherwise agree in writing; and any application of proceeds of principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 to elapse the amount of the payments if under paragraph 2 the property is acquired by Landor Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Landor in the event of the death secured by this Security instrument immediately prior to the acquisition.

Lenders and Borrower otherwise agree in writing, trustee proceeds shall be applied to satisfaction of each of the following demands, if the satisfaction of any one or more of them does not fully satisfy all demands:

- 1. The Property demanded, if the satisfaction of any one or more of them does not fully satisfy all demands;
- 2. The Lender's expenses in connection with the collection of the same;
- 3. The Lender's expenses in connection with the collection of the same;
- 4. The Lender's expenses in connection with the collection of the same;
- 5. The Lender's expenses in connection with the collection of the same;
- 6. The Lender's expenses in connection with the collection of the same;
- 7. The Lender's expenses in connection with the collection of the same;
- 8. The Lender's expenses in connection with the collection of the same;
- 9. The Lender's expenses in connection with the collection of the same;
- 10. The Lender's expenses in connection with the collection of the same;
- 11. The Lender's expenses in connection with the collection of the same;
- 12. The Lender's expenses in connection with the collection of the same;
- 13. The Lender's expenses in connection with the collection of the same;
- 14. The Lender's expenses in connection with the collection of the same;
- 15. The Lender's expenses in connection with the collection of the same;
- 16. The Lender's expenses in connection with the collection of the same;
- 17. The Lender's expenses in connection with the collection of the same;
- 18. The Lender's expenses in connection with the collection of the same;
- 19. The Lender's expenses in connection with the collection of the same;
- 20. The Lender's expenses in connection with the collection of the same;
- 21. The Lender's expenses in connection with the collection of the same;
- 22. The Lender's expenses in connection with the collection of the same;
- 23. The Lender's expenses in connection with the collection of the same;
- 24. The Lender's expenses in connection with the collection of the same;
- 25. The Lender's expenses in connection with the collection of the same;
- 26. The Lender's expenses in connection with the collection of the same;
- 27. The Lender's expenses in connection with the collection of the same;
- 28. The Lender's expenses in connection with the collection of the same;
- 29. The Lender's expenses in connection with the collection of the same;
- 30. The Lender's expenses in connection with the collection of the same;

All insurance policies and renewals shall be negotiable to Lender and shall include a standard non-negligible clause Lender have the right to hold the policies and renewals in Lender's name. Borrower shall promptly give to the insurance carrier and of paid premiums and renewals. In the event of loss, Borrower shall promptly notify to the insurance carrier and Lender may make good of loss if the insurance provider of loss is not made payable by Borrower.

Leander's application which shall not be unreasonably withheld if the works or parts of works have been delivered to Leander and payment made therefor, the lessee may claim the goods as his own subject to the following conditions:

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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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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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Balloon Rider
 - Rate Improvement Rider
 - Second Home Rider

Other(s) [specify] _____

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

Witness:

Witness

STATE OF ILLINOIS.

COOK

County S.

I, Lynn P. Rose, a Notary Public in and for said county and state,
do hereby certify that James B. Frostick & Melody Frostick
, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that They signed
and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set
forth.

Given under my hand and official seal, this

29th day of September, 1938

My Commission expires:

Susan P. Roser Notary Public

This instrument was prepared by

(Name)

(Address)



(Page 6 of 6 pages)