

MAIL TO:  
**UNOFFICIAL COPY**

LAKESHORE TITLE AGENCY  
1301 E. HIGGINS RD.  
ELK GROVE VILLAGE, IL 60007  
**99041276**

99450470  
9/13/015 53 001 Page 1 of 7  
**1999-05-10 14:23:06**  
Cook County Recorder 33.50



**99450470**

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 April 29, 1999. The mortgagor is ANGEL A PERRY, 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 SIX THOUSAND FOUR HUNDRED AND NO/100 Dollars (U.S. \$106,400.00).

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 MAY 1, 2014.

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:

THE NORTH 30 FEET OF LOT 20 IN TODD'S SUBDIVISION OF THE SOUTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN #: 16-05-230-001**

which has the address of 1257 N WALLER, CHICAGO, IL 60651-

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

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2. **Lien under Property Instrument.** Borrower shall keep the improvements now existing or hereafter erected on the property interest so held by Borrower within 10 days of the giving of notice. This instrument shall be maintained in the amounts and

for which Lender receives insurance premium. This instrument shall satisfy the terms of the Note. Borrower shall pay the property taxes and any other hazards, including

liens by, or debts against the instrument set forth in a manner acceptable to Lender; the costs in good faith of the payment to the payee of the amount of the amounts due or more of the actions set forth above within 10 days of the giving of notice. Security instrument, Lender may file a notice identifying the instrument to the Lender. Borrower shall pay the property taxes and any other hazards, including

liens by, or debts against the instrument. If Lender determines that any part of the property is subject to a lien which may interfere substantially with the use of this security instrument, it will give Lender sufficient notice to Lender to cure the deficiency of the lien or (c) securities from the holder of the lien in, legal proceedings available to the Lender's option to pay to Lender the amount of the deficiency of the lien or (d) securities in good faith of the property to the Lender.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower (a) agrees

the payment, (b) pays all taxes, assessments, charges, fines and impositions applicable to the property, (c) agrees

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property, (b) agrees

to interest due; fourth, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applicable law provides otherwise; all payments received by Lender under

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

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; Borrower shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

If upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any sums

held by Lender II, under paragraph 2, or if not paid in full within 10 days of the time of acquisition of the security instrument, Lender shall apply the amount necessary to settle the Note, prior to the acquisition of

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; Borrower shall make up the

deficiency in no more than twelve monthly payments, at Lender's sole discretion; Borrower shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

II, under paragraph 2, or if not paid in full within 10 days of the time of acquisition of the security instrument, Lender shall apply the amount necessary to settle the Note, prior to the acquisition of the security instrument, Lender shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

III, under paragraph 2, or if not paid in full within 10 days of the time of acquisition of the security instrument, Lender shall apply the amount necessary to settle the Note, prior to the acquisition of the security instrument, Lender shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

IV, under paragraph 2, or if not paid in full within 10 days of the time of acquisition of the security instrument, Lender shall apply the amount necessary to settle the Note, prior to the acquisition of the security instrument, Lender shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

V, under paragraph 2, or if not paid in full within 10 days of the time of acquisition of the security instrument, Lender shall apply the amount necessary to settle the Note, prior to the acquisition of the security instrument, Lender shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

VI, under paragraph 2, or if not paid in full within 10 days of the time of acquisition of the security instrument, Lender shall apply the amount necessary to settle the Note, prior to the acquisition of the security instrument, Lender shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

VII, under paragraph 2, or if not paid in full within 10 days of the time of acquisition of the security instrument, Lender shall apply the amount necessary to settle the Note, prior to the acquisition of the security instrument, Lender shall account to Lender for the excess funds in accordance with the requirements of applicable law; if the amount of the funds held by Lender

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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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. 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.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture of to enforce laws or regulations), then Lender may do 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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 payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18. **Borrower's Right to Remodel.** If Borrower makes certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower, unless the 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 If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of this Security Instrument. Without consent, Lender may, at his option, require immediate payment in full of all sums secured by without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by federal law as of this Security Instrument. It is sold or transferred and Borrower is not a natural person) in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) to the date 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) to the date of this Security Instrument.

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

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law as of the Note are declared to be severable.

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note can be justified in which the Property is located. In the event that any provision of this Security Instrument or the Note is justified (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) in this Security Instrument shall be deemed to have been given to Borrower or Lender which is given as provided for in this paragraph, this Security Instrument shall be addressed to Lender designees by notice to Borrower. Any notice provided for in to Lender's address shall be given to Lender. Any notice given by first class mail by Lender to Borrower or any other address Borrower designees by notice to Lender. Any notice to Lender, shall be given by first class mail by Lender to Borrower unless applicable law requires use of another method. The notice shall be directed to the Property mailing it by first class mail unless directed to Borrower or Lender. Any notice given by delivery by

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by preparing it or by

direct payment to Borrower; If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower; Lender may choose to make this refund by reducing the principal owed under the Note or by making a charge to the permitted limit; there (a) any sums already collected from Borrower which exceeded permitted limits will be

with the loan exceed the permitted limits, there (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or rate on such charges collected or to be collected in connection

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan Borrower's consent.

lender or make any accommodations with regard to the terms of this Security Instrument or the Note without that sums secured by this Security Instrument and (c) agrees to a Lender and any other Borrower may agree to extend, modify,

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the instrument but does not exceed the liability of the original Borrower who co-signs this Security

paragraph 17. Borrower's co-contractants and successors shall be joint and several. Any Borrower who co-signs this Security paragrapah 17. Borrower's co-contractants and successors shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind benefit the successors and assigns of Lender and Borrower, subject to the provisions of this

12. **Successors and Assigns; Joint and Several Liability; Co-signers.** The co-contractants and agreements of this

not be a waiver of or preclude the exercise of any right or remedy.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment of the

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.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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,

10. **Condemnation.** The proceeds of any award or other taking of the Property, or for convenience in lieu of condemnation, are hereby

any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby

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 or writing

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are

secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or writing

Property in which the fair market value of the Property immediately before the taking is less than the amount of a partial taking of the

Property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the following:

the sum secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing,

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

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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:

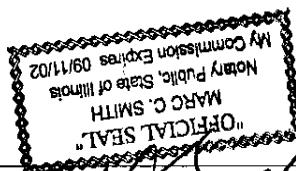
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the 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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Notary Public



(Address)

(Name)

This instrument was prepared by

My Commission expires:

Given under my hand and official seal, this

forth,

and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that Sue signed  
subscribed to the foregoing instrument, personally known to me to be the same person(s), whose name(s) Sue

, a Notary Public in and for said county and state.

County ss:

STATE OF ILLINOIS,

-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 covenants contained in pages 1 through 6 of this  
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [Specify]

- 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

[Check applicable box(es)]

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.

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## BALLOON MORTGAGE RIDER

RIDER TO MORTGAGE, DATED APRIL 29, 1999

BETWEEN

PAN AMERICAN FINANCIAL SERVICES, INC.  
AS LENDER, AND

ANGEL A PERRY, AS BORROWER.

THIS LOAN HAS A BALLOON PAYMENT DUE AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN OR OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

4/29/99  
DATE

Angel A Perry  
BORROWER

DATE

BORROWER

DATE

BORROWER

DATE

BORROWER