Prepared by+ GREENWICH CAPITAL FINANCIAL, INC. 2211 YORK ROAD, #402 OAK BROOK, IL 60521



Loan #: 53606497 Process #:

91213759

MORTGAG

THIS MORTGAGE ("Security Instrument") is given on

April 30 . 19 91 .

ROBERT W. FIRST and KELLY K. FIRST, HIS WIFE The mortgagor is

(Borrower).

This Security Instrument is given to GREENWICH CAPITAL FINANCIAL, INC.

whose address is

600 E. Las Colings Blvd., #1802, Irving, TX 75039

("Lender").

Borrower owes Lender the principal sum of

Seventy Four Thousand Nine Hundred and No/100

74,900.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which per sides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by May 1, 2021 the Note, with interest, and all renewals, excusions 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 Indican ent and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, COCK Illinois:

> LOT 6 ON BLOCK 10 IN REHM AND COELL'S SUBDIVISION OF BLOCKS 4 TO 10 INCLUSIVE IN ROBSON WEDDELL'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF THE WEST 694 FEET OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, WAVE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-18-323-020

0EPT-01 FECTSDING 7100.
T47777 TRA: 0272 05/09/91 09:54:00 47828 # G 21-91-219759 \$15.00

oak park

91219759

which has the address of

1171 SOUTH WISCONSIN AVENUE

(Street)

Illinois

60304

17:0 Cock

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3014 9/90

UNIFORM COVENANTE B

UNIFORM COVENANTS. Borrows and lender exchant altergree attollers:

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground reuts on the Property; if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (c) yearly mortgage insurance premiums, if any; and (l) 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 "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may remaine for Borrower's escraw account under the federal Real Estate Settlement Procedures Act of related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow litems or etherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow litems. Lender may not charge Borrower for boilding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow litems, 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 tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds by a by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in your leases when due, Lender may so notify Borrower is will not be reads held by Lender's sole discretion.

Upon paym

Upon payment in fort of all sums secured by this Security Instrument, Leader shall promptly refund to Borrower any Funds held by Lender. If under System 21, Leader shall acquire or sell the Property, Leader, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

neid by Lender. If sinder, It sinder, It lender at the time of acquisition or sale as a credit against the semas secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any expanyens thanges due under the Note; second, to amounts payable under paragraph 2; third to interest due; fourth, to priscipal due; and last, to any late charges due under the Note.

4. Charges: Liens. Borrower shall a pay all taxes, assessments, charges, lines and impositions attributable to the Property a sitian provinty over that the state of the payments of the payments of the payments. The payable will be provided and sitian provinty over the second payments of payments of the payments directly, low own shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If laterower analest these payments directly, low own shall promptly furnish to Lender receipts endecing the payments.

Borrower shall promptly discharge any lie, which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payments directly, low own shall promptly furnish to Lender so opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and secure shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard 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.

admage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured to this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of 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 the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at the execution of this Security Instrument on proceeding, whether civil or criminal, is begin 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 cute such a default and reinstate as provided in paragraph 18, by causing the action or proceeding, whether civil on proceeding proceeding to the first proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes infectiour 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 provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to provide Lender shall not mer

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 be 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 tapses 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 montage insurance coverage is not a viilable. Borrower chall hay 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.

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.

10. 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 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 Berrower. 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, alter 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 granted by Lender to any successor in interest of Borrower shall not operate to release the failing of the original Borrower or Borrower's successors in interest of Borrower shall not operate to release the failing of the original Borrower or Borrower's

successors in interest. Any heroverance 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 I or nd; 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 only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument on 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 foan exceed 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 returnd 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 tachod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender, shall be given by feirs class mail to Leader's address stated herein or

severable

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

Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The ortice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must may 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 to fight to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 50 mity Instrument; or (b) entry of a indement 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) early any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, includive, 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 bereby 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.

trilly effective as it 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, disposel, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow amyone else to do, anything allecting the Property that is in violation of any Emirromental 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 Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other

NON-UNIFORM COVERANTS. Currower and Lewis further coverant 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 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 altorneys' 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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, and apprehent the covenants and agreements of this Security Instrument as if the rider(s) were a near of this Security Instrument.

24. Riders to this Security Instrum Security instrument, the covenants and	r waives all right of homestead exemption in ent. If one or more riders are executed by Lagreements of each such rider shall be	the Property. y Borrower and recorded together with this incorporated into and shall amend and s(s) were a part of this Security Instrument.
Adjustable Rate Rider	Condominium Rider	I-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloor Pider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, Borrower a	ecepts and agrees to the terms and covenan	ts contained in this Security Instrument and
in any rider(s) executed by Porrower and		•
Witnesses:	(Lyth	(Scal)
	ROBERT	
	Social Secur	ity Number: 360-58-4470
	KIC	GKENZT 15-11
***************************************	KELLY K	(Scal) FIRST Bostower
	Social Securi	ity Number: 329-70-3509
		(Scal)
	Social Securi	ity Number:
	4	(Scal)
	S scial Securi	ity Number:
	ISpace Below This Line For Acknowledgmen 1	
STATE OF ILLINOIS)	1327	74.
COUNTY OF COOK)		· \(\mathcal{G} \)
COUNTY OF COOK J		

BEFORE ME, the undersigned authority, on this day appeared Rosert W. and Kelly K. First, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of April, 1991.

Notary Publice, State of Illinois

CHICHEROPEL COMMITTEE COMM