UNOFFICIAL COPY 437

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

Loan #: 53810196 Process #:

01202107

[Space Above This Line For Flecording Data] ----

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

May 20 , 19 91 ,

The mortgagor is FIRST ILLINOIS BANK AND TRUST, DATED MAY 20, 1991, AND KNOWN AS TRUST NO.

("Borrower").

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

whose address is

600 E. Las Colinas 51vd., #1802, Irving, TX 75039

("Lender").

Borrower owes Lender the principal and of

10154.

One Hundred Twenty One Thousand Seven Hundred

Dollars (U.S. \$ 121,700.00). 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 June 1, 2021 . 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 presents located in COOK County, Illinois:

LOT 58 IN TRIEZENBERG AND COMPANY'S FIRST ADDITION TO PALOS WESTCATE VIEW BEING A SUBDIVISION OF PART OF THE PAST NAIF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, PANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIP.

PERMANENT INDEX NUMBER: 24-31-109-014

0001-01 RECORDING 115.2 1.5558 FRAN 1037 05/23/91 11116/00 17289 11. メータエース5.143/ COOK COUNTY RECORDER

which has the address of

6831 WEST LINDEN DRIVE

PALOS HEIGHTS

60463

 $\{C_{\theta y}\}$

Hinois

(Zip Code)

("Property Address");

(Street)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurtenances, and fixtures 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.

1529

Form 3014 9/90

ILLINOIS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

UNIFORM COVENANTS Bornwo and Lender coordinated by the Note and Late Charges.

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 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 "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 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 of 800. ("RESPA"), unless another law that applies to the Funds sets a

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 of soq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It 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 Items or otherwise 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 Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate 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 held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

Upon payment in funda all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paracraph 21, Lender shall acquire or sell the Property, Lender, 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.

3. Application of Payments, Unions applicable has provides otherwise at the same and the property.

Upon payment in fully at all stams secured by this Security Instrument, Lender, Handler part of the Property, Island, spill of the Property, shall apply any Fanna, shell by Lender at the time of acquisition or sale as a credit against the sums secured by the Property, the property, the property is a secured by the property of the pr

atterneys' lees 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. Stortgage 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.

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 annihiled to the same sequential to the condemnation of the property assigned and which the property is the proceed of the property.

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 inmediately before the taking, divided by (b) the fair market value of the Property immediately before the taking 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 No. B. Smeet; Forbenrance by Lender Not a Waiver. Extension of the time for

not operate to release the hability 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 Sociarity Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbrance 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 only to mortgage, grant and convey that Borrower's interest in Instrument; and (c) agrees that Lender any any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the 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. We arefund reduces principal, the reducion will be treated as a partial prepayment without any prepayment to Borrower, will a refund reduces principal, the red

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 rici had. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any object to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by rotice to Horrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender's en given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall by a verned 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. severable

16. Borrower's Copy. Borrower shall be given one conformed copy of the clote and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or 2.0° 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 lorrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in call of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibit. It by federal law as of the date of this Security Instrument.

naturent. However, this option shall not be exercised by Lender if exercise is prohibly a yelderal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The actice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower about any all sums secured by this Security Instrument. If Borrower fails to pay these sums, prior to the expiration of this period, I ender may invoke any remedes permitted by this Security Instrument without further notice or demand on Borrower.

18. Burrower's Right in Relixatte. If Borrower needs certain conditions, Borrower shall have or right to have enforcement of this Security Instrument without further notice or demand on Borrower.

18. Burrower's Right in Relixatte, If Borrower needs certain conditions, Borrower shall have or right to have enforcement of this Security Instrument and the specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, of the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, and the Note as if no acceleration had occurred; (b) Cares any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable autorneys (see; and (d)) takes such action as Lender may reasonably require to assure that the hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, including, but not limited to, reasonable attorneys (see; and (d)) takes such action as Lender may reasonably require to assure that the hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument and the collects of

Page 3 of 4

NON-UNIFORM COVENINGS. Before contract to for further covenant or agreement in this Security Instrument (but not prior to provides otherwise). The notice shall specify: (a) the default; (b) the than 30 days from the date the notice is given to Borrower, by which the default on or before the date specified in the notice may result in accessore foreclosure by judicial proceeding and sale of the Property. The notice acceleration and the right to assert in the foreclosure proceeding borrower to acceleration and foreclosure. If the default is not cared option may require immediate payment in full of all sums secured 1 may foreclose this Security Instrument by judicial proceeding. Let pursuing the remedies provided in this paragraph 21, including, but revidence. 22. Release. Upon payment of all sums secured by this Security without charge to Borrower. Borrower shall pay any recordation costs. 23. Walver of Homestend. Borrower waives all right of homestead 24. Riders to this Security Instrument. If one or more riders a Security Instrument, the covenants and agreements of each such supplement the covenants and agreements of this Security Instrument [Check applicable box(es)].	o acceleration under Paragraph 17 unless applicable law enction required to cure the default; (c) a date, not less he default must be cured; and (d) that failure to cure the deration of the sums secured by this Security Instrument, we shall further inform Borrower of the right to reinstate ing the non-existence of a default or any other defense of on or before the date specified in the notice, Lender at its by this Security Instrument without further demand and order shall be entitled to collect all expenses incurred in not limited to, reasonable attorneys' fees and costs of title. Instrument, Lender shall release this Security Instrument I exemption in the Property. The executed by Borrower and recorded together with this rider shall be incorporated into and shall amend and
Adjustable Rate Rider Condominium Rider Planned Unit Deve Balloon Ride. Rate Improvement Other(s) [specify]	lopment Rider Biweekly Payment Rider
BY SIGNING BELO'N, Borrower accepts and agrees to the term in any rider(s) executed by acrrower and recorded with it. Witnesses:	FIRST ILLINOIS BANK AND TRUST, DATED MAY 20, 1991, AND KNOWN AS TRUST NO. 10154, AS TRUSTEE AND NOT PERSONALLY. BY: (Seal) ITS: Land Trust Officer
This instrument is executed by the first lilling's Back & Trust and actions do but solely as Trucky, under the provinces of a lief or do to me inest duly confine and	Social Security Number: ATTEST (Seal) LTS: Pro Secretary Social Security Number:
deflected to the first Black's book & from the pure size of a first Agreement identification of the first Black's book & from the pure size of a first Agreement identification of the first and the first problems of the first problems.	Social Security Number: (Seal) Borrower (Seal) Borrower Social Security Number:
[Space Below This Line For Acknowledgment]	
STATE OF ILLINOIS	nowledgment)

COUNTY OF COOK

1, the undersigned, a Hotary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this document are personally known to me to be duly authorized officers of the First Illinois Bank & Trust and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said Corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of May , 19 91

decor n Dr. Dracking

My Commission expires 4/6/63...

OFFICIAL MAL BUSAN H. MARTIN NOTARY PUBLIC STATE OF ILLINOIS PHY COPPRISSION EXP. JUNE 6,1983

Jo Ak, 188 Ah.

Of Columns Clarks Office Witness my hand and official seal. λų ' The foregoing instrument was acknowledged before me this State of Illinois,

evidence.

22. Melense. 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. Walver at Homestend. Borrower wance all right of homestead exemption in the Property.

24. Miders 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 Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

AON-UNIFORM COVENANTS. Bustower and is ader to be acceleration follows:

Al. Acceleration; Remedies, Lember shall give notice to Borrower prior to acceleration following increments in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law greatened to care the default; (c) a date, not less than 3d days from the solve the notice is given to thereby; by adich the default must be cared and (d) that the notice the notice is given to thereby; by adich the default must be cured in the following the fall on the following the default of the fall on the following the cared and (d) that fall on the following the non-existence of a default to relaxate of the fall of precedent in the notice and the fall current and (d) that fall of acceleration and the right to assert in the forestoner proceeding the non-existence of a default or any after defause of a default or anyment in full of all cams secured by the Security Instrument, but to relaxate of the right to assert in the forestoner proceeding the non-existence of a default or any after default option and the right to assert in the forestoner proceeding the non-existence of a default or any after default of the forestoner in the right of anyment in full of all sums secured by the Security Instrument without further default and on the before the acceleration and forestoner in the fall of all sums secured by the Security Instrument by Judicial proceeding, Lender shall be entitled to enfect all expenses incurred in the fall of th