

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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."

which has the address of 4734 NORTH CENTRAL PARK AVENUE CHICAGO ILLINOIS 60625 ("Property Address")

91239215

Handwritten signature and date 2-9-50

DEPT-01 RECORDING \$16.29  
1:33:33 TRAN 1786 05/20/91 14:15:00  
4976 # C \* -91-239215  
COOK COUNTY RECORDER

13-14-106-022

PERMANENT INDEX NUMBER: 13-14-106-022  
LOT 35 IN BLOCK 1 IN JOHNSON AND PEYER'S ADDITION TO WEST RAVENWOOD IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Dollars (U.S. \$ 84,600.00). 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 June 1, 2006. 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:

Borrower owes Lender the principal sum of Eighty Four Thousand Six Hundred and No/100

whose address is 600 E. Las Colinas Blvd., #1802, Irving, TX 75039

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

("Borrower").

The mortgagor is VINCENTE COVARREBIAS and MARLA COVARREBIAS, HIS WIFE

THIS MORTGAGE ("Security Instrument") is given on

May 13, 19 91

MORTGAGE

(Space Above This Line for Recording Data)

DEPT-01 RECORDINGS \$29.50  
1:11:11 TRAN 3802 01/16/92 11:45:00  
9294 # A \* -92-031689  
COOK COUNTY RECORDER

Loan #: 53606130  
Process #:

91239215 92031689



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

9 1 2 3 9 2 1 1

494403.1/1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92031689

5263215

62031688

cost to borrower of the... obtain coverage substantially equivalent to the mortgage insurance coverage required by Lender... 8. Mortgage insurance... Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of borrower secured by this Security Instrument.

does not have to do so... 7. Protection of Lender's Rights in the Property... and the fee (the shall not merge unless Lender agrees to the merger in writing).

lesshold, borrower shall comply with all the provisions of the lease... 6. Occupancy, Preservation, Maintenance and Protection of Property... immediately prior to the acquisition.

under paragraph 21 the Property is acquired by Lender... Unless Lender and Borrower otherwise agree in writing... Lender may use the proceeds to repair or restore the Property or to pay sums.

unless Lender and Borrower otherwise agree in writing... Lender may make proof of loss if not made promptly by Borrower... All insurance policies and renewals shall be acceptable to Lender.

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards... 5. Hazard or Property Insurance... more of the actions set forth above within 10 days of the mailing of notice.

which may attach prior to this Security Instrument... 4. Charges, Liens... 3. Application of Payments... Upon payment in full of all sums secured by this Security Instrument, Lender shall apply any Funds held by Lender.

If the Funds held by Lender exceed the amount necessary to make up the deficiency... If the Funds are pledged as additional security for the sums secured by this Security Instrument... Lender may agree in writing, however, that interest shall be paid on the Funds.

1. Payment of Principal and Interest; Prepayment and Late Charges... 2. Funds for Taxes and Insurance... 3. Application of Payments... 4. Charges, Liens... 5. Hazard or Property Insurance... 6. Occupancy, Preservation, Maintenance and Protection of Property... 7. Protection of Lender's Rights in the Property... 8. Mortgage insurance... 9. Other Provisions...

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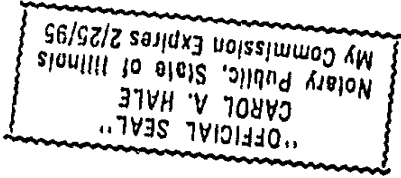
Property of Cook County Clerk's Office

92031689





51239215



Notary Public

(L) M. H. H. H. H. H.

The foregoing instrument was acknowledged before me this 13 day of May, 19 91, by Vincente Covarrubias & Maria Covarrubias his wife, Cook, Illinois. Witness my hand and official seal.

68910203

Social Security Number:

(Seal) Borrower

Social Security Number:

(Seal) Borrower

Social Security Number: 330-58-0964

(Seal) Borrower

Social Security Number: 571-19-2136

(Seal) Borrower

VINCENTE COVARRUBIAS

[Signature]

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower and recorded with it).

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (Specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment 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.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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.

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. 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.

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

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OFFICIAL COPY

Property of Cook County Clerk's Office

32031689

(Seal) Borrower

(Seal) Borrower

91232215 (Seal) Borrower

MARIA COVARRUBIAS

VINCENITE COVARRUBIAS

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

1. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach upon the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Security Instrument are paid in full.

any other right or remedy of Lender. This assignment of Rents shall terminate when all the sums secured by the receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain

perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not by the Security Instrument pursuant to Uniform Covenant 2.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured

Property and collect the Rents and profits derived from the Property without any showing as to the adequacy of the Property as Rents actually received; and (v) Lender shall be entitled to have a receiver appointed to take possession of and manage the (the Security Instrument); (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those

and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property

to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the assignment for additional security only.

Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the

payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are

shall mean "sublease" if the Security Instrument is on a leasehold.

terminate the existing leases and to execute new leases in Lender's sole discretion. As used in this paragraph C, the word "lease" deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or

C. Assignment of Leases. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security Covenant 6 shall remain in effect.

E. Borrower's Right to Retain "Lease". Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform

insurance is required by Uniform Covenant 5.

D. Rent Loss Insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which instrument to be perfected against the Property without Lender's prior written permission.

C. Subordinate Lease. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security regulations and requirements of any governmental body applicable to the Property.

B. Use of Property. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, control apparatus, plumbing, bath tub, water heater, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals,

washers, dryers, awnings, storm windows, storm doors, servers, blinds, shades, curtains and curtain rods, attached mirrors, and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on

intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or the following items are added to the Property description, and shall also constitute the Property covered by the Security

A. Additional Property Subject to the Security Instrument. In addition to the Property described in the Security Instrument, Lender further covenant and agree as follows:

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and

7734 NORTH CENTRAL PARK AVENUE, CHICAGO, IL 60625

(Property Address)

of the same date and covering the Property described in the Security Instrument and located at:

GREENWICH CAPITAL FINANCIAL, INC.

(the "Lender")

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THIS 1-4 FAMILY RIDER is made this 13th day of May, 1991

Process #: 53606130

1-4 FAMILY RIDER 9 2 1 Loan #: 53606130

92031689