

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."

92-031689

(Property Address):

60625

Illinois

which has the address of

4734 NORTH CENTRAL PARK AVENUE

CHICAGO

(City)

(Post)

(Zip Code)

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: 127-11-127-127

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 COVARUBIAS and MARLA COVARUBIAS, 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

9 1 2 3 9 2 1 1

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE NOTARY SECTION



GREENWICH CAPITAL FINANCIAL, INC.  
2211 YORK ROAD, #402  
OAK BROOK, IL 60522

Handwritten: 4/24/03.1/1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92031689



UNOFFICIAL COPY

Property of Cook County Clerk's Office

92031689

As used in this paragraph 20, "Hazardous Substances" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, including, but not limited to, the following substances: asbestos, lead, radon, lead-based paint, polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), and hazardous waste. "Environmental Law" also includes any laws, regulations, or orders issued by a governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law that may be enforced or otherwise affect the Property.

19. **State 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, or 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.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued in any time prior to the earlier of: (a) 5 days (or such shorter period as 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 other governments or agreements (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 remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the case of acceleration under paragraph 17.

17. **Trustee 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 in full of all sums secured by this Security Instrument), Borrower shall be given one confirmed copy of this Note and of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

16. **Borrower's Copy.** Borrower shall be given one confirmed copy of this Note and of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of the 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.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Loan Changes.** 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 exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Successors and Assigns; 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 the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. **Borrower Not Released; Prepayment by Lender Not a Waiver.** Extension of the time for payment or modification of postpaid the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. 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.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whichever or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument immediately before the taking shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or not then due, the proceeds shall be applied to the sums secured by this Security Instrument, whichever or not then due.

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. Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

8. **Insurance.** 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 premium 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.

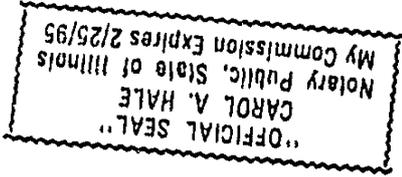
7. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. Insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

6. **Insurance.** 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 premium 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.

ST26SP2TC

6891C036

51239215



68910203

State of Illinois, County: COOK, The foregoing instrument was acknowledged before me this 13 day of May, 1991, by Vincente Covarrubias & Maria Covarrubias his wife. Witness my hand and official seal.

Witnesses: VINCENTE COVARRUBIAS Social Security Number: 571-19-2136; MARIA COVARRUBIAS Social Security Number: 330-58-0964

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 [ ]
Balloon Rider [ ]
Graduated Payment Rider [ ]
Condominium Rider [X]
Planned Unit Development Rider [ ]
Rate Improvement Rider [ ]
Second Home Rider [ ]
Biweekly Payment Rider [ ]
Family Rider [X]
Other(s) (Specify) [ ]

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 government 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 foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate foreclosure by judicial proceeding 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.

UNOFFICIAL COPY

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

pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are

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". Uniform Covenant 18 is deleted. All remaining covenants and agreements set forth in Uniform concerning Borrower's occupancy of the Property is deleted.

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, a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

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 control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, servers, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements

A. Additional Property Subject to the Security Instrument. In addition to the Property described in the Security Instrument, the following items are included in the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or

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

734 NORTH CENTRAL PARK AVENUE, CHICAGO, IL 60625

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

GREENWICH CAPITAL FINANCIAL, INC.

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

Loan #: 53606130 Process#:

1-4 FAMILY RIDER 9 2 1

Assignment of Rents

92031689