

# UNOFFICIAL COPY

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

Loan #: 54505433  
Process #:

92091547

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 6, 19 92 .  
The mortgagor is DAVID B. KAMOWSKI and M. CATHLEEN MCGEADY, HIS WIFE ("Borrower").

This Security Instrument is given to GREENWICH CAPITAL FINANCIAL, INC.  
whose address is 1400 E. ROCHELLE ROAD, IRVING, TX 75039-4305 ("Lender").

Borrower owes Lender the principal sum of One Hundred Thirteen Thousand and No/100 Dollars (U.S. \$ 113,000.00 ). 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 March 1, 2007 . 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:

LOT 27 IN BLOCK 6 IN WINSTON PARK NORTHWEST UNIT NUMBER 1, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1957, AS DOCUMENT 16972096 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 02-18-402-027

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which has the address of 1410 ROSITA DRIVE PALATINE  
Illinois 60067 ("Property Address");  
(Zip Code) (City)

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."

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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 of (Funds) for: (a) yearly taxes

and assessments which may attach to this Security Instrument as a lien on the Property; (b) yearly leasehold payments

or ground rents on the Property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

if any; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower 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. §201 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

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 earnings 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 amount 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 pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in 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.

Upon payment of or full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds

held by Lender. If under paragraph 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 Funds. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1

and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the

person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien

by, or defends against enforcement of the lien in the Lender's opinion operative 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

this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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 insurance. This insurance shall be maintained in the amounts and 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 name in 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. The 30-day period will begin when the notice is given.

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, whichever 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 the payments. If

under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance proceeds 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 Property. Borrower's Loan Application, Leasehold, Lender 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 the

extenuating circumstances exist which are beyond Borrower's control. Borrower shall not desire, damage or impair the

Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forcible

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 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 fee 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 or 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 requires 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. Borrower shall obtain the insurance 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 premium being paid by Borrower when the insurance coverage lapses or ceases 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 cause for the inspection. 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 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 the taking, unless Borrower and Lender otherwise agree in writing, the sums secured 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 unless applicable law otherwise provides, the proceeds shall be applied 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 condempnor 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 on or past the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability 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 or extend time for payment of otherwise moidly amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance 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 successor and assigns of Lender and 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; (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.

**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 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 preparation 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 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 the Security 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.

**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 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.

**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 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) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by 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.

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 within which Borrower must pay all sums secured by this Security Instrument 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 the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such longer 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) the end of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which are 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 remedial action 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.

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NON-UNIFORM COVENANTS. Borrower and Lender in their 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.

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. [Check applicable box(es)].

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

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

Witnesses:

*David B. Kamowski* (Seal)  
Borrower  
DAVID B. KAMOWSKI

Social Security Number: 343-46-0820

*M. Cathleen McGeady* (Seal)  
Borrower  
M. CATHLEEN MCGEADY

Social Security Number: 358-56-1464

(Seal)  
Borrower

Social Security Number:

(Seal)  
Borrower

Social Security Number:

[Space Below This Line For Acknowledgment]

State of Illinois, COOK

County ss:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 19 92, by DAVID B. KAMOWSKI and M. CATHLEEN MCGEADY, his wife as Mortgagee.

Witness my hand and official seal.

*Craig A. ...*  
Notary Public

NOTARIAL SEAL  
CRAIG A. LUEDTKE  
NOTARY PUBLIC  
STATE OF ILLINOIS

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