UNOFFICIAL COPY / /

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

Loan #: 54505519 Process #:

92135117

(Space Above This Line For Recording Onto)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

March 2 19 92

LOUIS PIERONI and MARY F. PIERONI, HIS WIFE The mortgagor is

('Borrower").

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

whose address is

1400 E. Rochelle Ruad, Irving, TX 75039-4305

("Lender").

Borrower owes Lender the principal sum of

Fifty Two Thousand and No/100

52,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2022 . 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 Instructed, and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

> THE WEST 17 FEET 6 INCHES OF THE EAST 75 FEET 5 INCHES OF THE NORTH 21 FEET 6 INCHES OF LOT 21 AND THE WEST 17 FEET 6 INCHES OF THE EAST 75 FEET 5 INCHES OF LOT 22 (EXCEPT THE NORTH 11 FEET THEREOF) IN BLOCK 6 IN ROSSELL'S BONNTE BRAE ADDITION TO RIVER FOREST, DEING A SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPTING THEREFROM THE WEST 33 FEET AND THE SOUTH 33 FEET THEREOF DEEDED TO THE VILLAGE OF RIVER FOREST FOR STREET PURPOSES, IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 15-01-211-035

\$27.00

DET THOSE PROJURDING 180000 | 1668 0536 03/10/97 15 41 00 #1761 # i... / 9 @ 922 -- 1.555 Lit 7 COOK COUNTY PERCERDER

which has the address of

1442 B NORTH HARLEM AVENUE

RIVER FOREST

[Lity]

Illinois

60305

("Property Address");

[Zan Code]

TOGETHER WITH all the improvements now or hereafter creeted 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.

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



UNIFORM COVENANTS. Brit wer are Let der avenut me agree at follows:

1. Paynient of Principal and interest; rrepayment 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 or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood iosurance 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 "Eserow 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 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 Punds 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 Eserow Items or otherwise in accordance with applicable law. Items or otherwise in accordance with applicable law.

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 shall pay to Lender the amount necessary to make up the deficiency. 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 in fun of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under vargatal 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Fund's held by Lender at the time of acquisition or sale as a credit

held by Lender. If under straggaph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property shall apply any Finne's feld by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Opers applicable law provides otherwise, all payments received by Lender under paragraphs and 2 shall be applied: Irist, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to prince ad due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall away all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Lie-Tumment, and leasehold payments or ground rents, if any. Borrower shall pay these 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 trainsh to Lender all notices of amounts to the paid under this paragraph. If Borrower makes these payments directly, florti wer shall primptly 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 fich in a manner acceptable to Lender; (b) contests in good lath the lien in, feel proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subtribution with security Instrument. If Lender determines that any, art of the Property is adjusted to a lien which may attain priority over this Security Instrument. If Lender determines that any, art of the Property is different to hold the which may attain priority over this Security Instrument. Lender determines that any just of the Property of the method of

damage to the Property prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of Property; Boerower's Laun Application's Causeholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupa the Property as Borrower's principal residence for at least one execution of this Security Instrument and shall continue to occup 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Horrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith determination in the lien created by this Security Instrument or Lender's unit to the 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 fille to the Property, the leasehold and the fee title 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 signifi

does not have to do so.

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 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 more age in more love age state a late Borrawer that pay to Lender each month a sum equal to one-twellthrof 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.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value 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 is less than the amount of the sums secured immediately before the taking unless applicable law 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 of 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 payment or modi

exercise of any right or remedy.

12. Successors and Assigns Br and; Jaint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall be ind and benefit the execessors 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 (e) agrees that Lender and my other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of thi. 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 of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charges collected by the amount necessary to reduce the charge to the Borrower. Lender may choose to make this refund or "aducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by delivering it as he maximum is an accordance of the provided to the loan charge and the loan charge to be such as a partial prepayment without any prepayment charge under the Note.

15. Loan Charge in the loan secured by the such as a partial prepayment without any prepayment charge under the Note.

16. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by delivering it as labelianc

prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in thi Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another arthod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any votice 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.

15. Governing Law; Severability. This Security Instrument shall be coverned 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

severable.

16. Barrower's Capy. 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 Barrower. 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 to 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 lander exercises this option Lander shall nine Borrower nation of apparential.

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 a ust 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

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Levace may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the option of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Levider all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) early, any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including the full of the near 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. paragraph 17, 19, Sale

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

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 remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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 formaldebyde, 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.

ender further coverant and agree as follows: NON-UNIFORM COVENA 41. Achieration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's brench 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 sams 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 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)]. 1-4 Family Rider Condominium Rider 🗒 Adjustable Rate Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Pkler Rate Improvement Rider] Second Home Rider Other(s) [sper ny] BY SIGNING BELOW gorrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s), excedted by becover and recorded with it. Witnesses: Social Security Number: - 323-52-4763 Social Security Number: 335-56-2276(Scal) -Borrower Social Security Number: Logial Security Number: (Space Below This Line For Acknowledom Dulage State of Illinois, County ss:

The foregoing instrument was acknowledged before me this LOUIS PIERONI and MARY F. PIERONI

Witness my hand and official seal.

OFFICIAL STAL JULIE DERANGO Dery Public, fruits of Manager Der gehanden Manager seit