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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 60690 ("Property Address"); CHICAGO (City)

921722476

DEPT-01 RECORDING \$29.50
TRAN 0173 03/17/92 10:21:00
#2704 H #2-172476
COOK COUNTY RECORDER

921722476

PERMANENT INDEX NUMBER: 17-31-415-008
LOT 8 IN BLOCK 2 IN COUNSELMAN'S SUBDIVISION OF BLOCK 28 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Borrower owes Lender the principal sum of \$8,500.00 Dollars (U.S. \$). 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 April 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:

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

The mortgagor is PAUL C. RUBALCAVA, MARRIED TO ROSALBA RUBALCAVA, and ARACELI RUBALCAVA, AN UNMARRIED WOMAN, HAVING NEVER BEEN MARRIED ("Borrower"). THIS MORTGAGE ("Security Instrument") is given on March 5, 19 92

MORTGAGE



Loan #: 54741547
Process #: 921722476

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

Handwritten notes: 92176, 4/28/14, 92176

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Property of Cook County Clerk's Office

138-710

cost to Borrower of the mortgage insurance... obtain coverage substantially equivalent to the mortgage insurance... Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the insurance is discontinued, Borrower shall be responsible for obtaining replacement insurance. If Lender requires that the insurance be maintained, Lender shall be responsible for obtaining replacement insurance. If Lender requires that the insurance be maintained, Lender shall be responsible for obtaining replacement insurance.

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 that the insurance be maintained, Lender shall be responsible for obtaining replacement insurance. If Lender requires that the insurance be maintained, Lender shall be responsible for obtaining replacement insurance.

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 foreclosure 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.

6. Occupancy, Preservation, Maintenance and Protection of Property. Borrower's principal residence shall be the principal residence of the Borrower. Borrower shall 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 Property is 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, Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. 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.

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 maintain a 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 promptly give to Lender a prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

4. Charges. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the date of this Security Instrument, and Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach after the date of this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the date 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 maintain a 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 promptly give to Lender a prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

3. Application of Payments. 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. Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the date of this Security Instrument, and Lender shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach after the date of this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the date 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 maintain a 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 promptly give to Lender a prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach prior to the date of this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 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 Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits, 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 shall 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 amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to 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 in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If an escrow account is established by Lender, Lender shall acquire or sell the Property prior to the acquisition or sale of the Property, shall apply any payments held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower and Lender covenant and agree as follows:

92172476

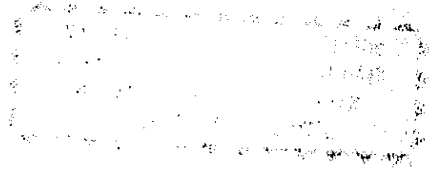
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3

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

ARACELI RUBALCAYA

PAUL C. RUBALCAYA

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

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 of the Property shall terminate when all the sums secured by the

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 7.

collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of

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 (vi) 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

maintenancance 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

payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall

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 G, the word "lease"

deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or

G. 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.

F. Borrower's Occupancy. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6

E. Borrower's Right to Reinsure. Uniform Covenant 18 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 Liens. 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

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

forfeiting together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on

control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals,

washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors,

intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or

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

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

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

GREENWICH CAPITAL FINANCIAL, INC.

(the "Lender")

3621 SOUTH MARSHFIELD AVENUE, CHICAGO, IL 60609

(Property Address)

1-4 FAMILY RIDER Assignment of Rents

Loan #: 54741547

Process#:

March 1992

THIS 1-4 FAMILY RIDER is made this 5th day of March 1992 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

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SERIALIZED

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