

UNOFFICIAL COPY

92216798

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

Loan #: 54741583
Process #:

92216798



(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

March 26, 19 92

The mortgagor is WILLIAM J. KRESSE, A BACHELOR

("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 Seventy Two Thousand Eight Hundred and No/100

Dollars (U.S. \$ 72,800.00). 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 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 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:

LOTS 19 AND 20 IN BLOCK 9 IN BEVERLY RIDGE SUBDIVISION, BEING A SUBDIVISION OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 29, 1926 AS DOCUMENT 9430140, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 24-12-429-059

DEPT. OF RECORDING 127.50
T#2222 TRAM 1134 04/01/92 10:49:00
#9554 11 22 22 16798
COOK COUNTY RECORDER

92216798

which has the address of

10221 SOUTH CALIFORNIA AVENUE

CHICAGO

(Street)

(City)

Illinois

60642

("Property Address");

(Zip Code)

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.

2750

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First Annu...

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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 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)].

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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:

William J. Kresse (Seal)
WILLIAM J. KRESSE -Borrower

Social Security Number: 338-42-0317

..... (Seal)
..... -Borrower

Social Security Number:

..... (Seal)
..... -Borrower

Social Security Number:

..... (Seal)
..... -Borrower

Social Security Number:

[Space Below This Line For Acknowledgment]

State of Illinois, COOK

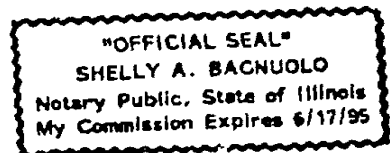
County ss:

The foregoing instrument was acknowledged before me this
WILLIAM J. KRESSE, a *baebel07*

26th day of *March*, 19 *92* by

Witness my hand and official seal.

Shelly A. Bacnuolo
Notary Public



92216798

