UNOFFICIAL COPY

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

Loan #: 53606867

Process #:

3963580

DENTIFIED

-- (Space Aboye This Line For Recording Data) --

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

May 9 , 19 91

The mortgagor is PAUL KALUZA and BARBARA KALUZA, HIS WIFE

("Borrower").

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

whose address is

600 E. Las Colin's Blvd., #1802, Irving, TX 75039

("Lender").

Borrower owes Lender the principal sum of

Ninety Nine Thousand Seven Hundred Fifty and

No/100
Doilars (U.S. \$ 99,750.00). 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, 2021 . This 'seeu ity Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, excursions 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 ONE HUNDRED AND SIXTY SIX (160) IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS, SEVENTH ADDITION, A SUBDIVISION OF THE SOUTH 7 1/2 ACRES OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE NORTH WEST QUARTER (1/4) (EXCEPT THE SOUTH 173.75 FEET THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DEDICATION AS A PUBLIC STREET OF THE EAST 33 FEET OF THE WEST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE NORTH WEST QUARTER (1/4) OF SAID SECTION 20, EXCEPT PARTS HERETOFORE DEDICATED, IN COOK COUNTY, ILLINGIS.

PERMANENT INDEX NUMBER: 13-20-120-006.

3963580

which has the address of

Illinois

6041 WEST WARWICK AVENUE

CHICAGO

60634

{City}

[Zip Code]

("Property Address");

[Street]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, 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.

LDoc487 (3/91)

ortgage, County,

UNIFORM COVENANTS has a green and Linde a very marking as follows.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly only 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 Londer 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 attain priority over 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 (l) 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 excount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. \$2601 of sec. ("RESPA"), unless another law that applies to the Funds sets a

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 foan 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 or 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 thems, or otherwise in necordance with applicable law.

The Funds shall be held in an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender pays 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, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on 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 for holding and applying the Funds, and applicable law permits Lender to make such a charge, though the funds that have a pay the Escrow Items applicable law provides otherwise. Unless an agreement is made or applicable law 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. Becarity 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 necessa

Upon payment in all of all sums secured by this Security Instrument, Lender shall promptly retund to Borrower any Funds beld by Lender. If ander paigraph 21, Lender shall negative or self the Property, Lender, prior to the equilstition or sale as a credit against the sams secured by this Security instrument, Lender shall be applied: first, to say prepayment charges due under the Note; second, to amounts paynible under paragraphs 1 and 2 shall be applied: first, to say prepayment charges due under the Note; second, to amounts paynible under paragraphs 1 and 2 shall be applied: first, to say prepayment charges due under the Note; second, to amounts paynible under paragraphs 1 and 2 shall be applied. If the Note in the

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 mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance promium being paid by Harrower when the insurance coverage lapsed or ceased to be in effect. Londer will necept, 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. Londer 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.

the marketion the tiling of the process of any award or chain for dunings, direct or condemnation or other taking of may part of the major to the major to condemnation or other taking of may part of the major to the major to 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 in modified by before the taking is equal to or greater than the emonant of the atmost extended by the aproximation of the proceeds antithing the taking of the Property in modified by the applied by the condition of the sums secured by the applied to the sums secured by the applied to the sums secured to the property in modified by the applied by th

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 30 rower 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 prohibated by federal law as of the date of this Security Instrument.

If I and to exercise this option, I and to shall give Borrower notice of application. The Leties and the exercise and the same and the s

Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The rotice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must ray all sams secured by this Security Instrument. If Borrower falls to pay these sams prior to the expiration of this period, I ender 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 right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may energy 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 Lenter all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cut extany 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

numy effective as it 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 anthority, that any removal or other remediation of any Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other

NON-UNIFORM COVERN I'M. Moreover and Louder in the rewenter integree as follows:
21. Acceleration Remedies. Lender shall give notice to Horrower 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 has provides otherwise). The notice shall specify: (a) the default; (b) the action required to core 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 cared; and (d) that failure to care the default on or before the date specified in the notice may result to acceleration of the sams 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 cared on or before the date specifier 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 forcelose 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 évidence. 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 Homestend. 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(os)]. Adjustable Rate Rider Condominium Rider 1-4 Family Rider **Graduated Payment Rider** Planned Unit Development Rider **Biweekly Payment Rider** Balloon 'kldyr Rate Improvement Rider Second Home Rider Other(s) (specify) BY SIGNING BE 2014 Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Byrrower and reporded with the Witnesses: Social Security Number: x Janobane ..(Scal) Borowe BARUARA KALUZA 336-60-7692 Social Security Number: Social Security Number: social Security Number: State of Illinois, County ss: The foregoing instrument was acknowledged before and. Witness, my hand and official scal.

OFFICIAL SEAL

KAREN GLOWACKI MAGGERT

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 2-26-94

Page 4 of 4

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And State of Contract of Contr Address May 1999 May Submitted A ASSA Deed to Ad-Bed 6 3 5 8 D 03953580 Deliver duplicate Trust ATG.F.DAVIS "OFFICIAL SEAL"

KAREN GLOWACKI MAGGERT

KAREN GLOWACKI MAGGERT

SECONOLOGIST OF THE SEAL

29 S. LASALLE 5th FLOOR CHICAGO, IL 50603 312-372-8361

GUARANTY FUND, INC.

ATTORNEY'S TITLE

03963580