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TOOD P. SEMLA and SUSAN JONES SEMLA. HIS WIFE The mortgagor is

("Borrower").

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

whose address is

600 E. Las Colins 31vd., #1802, Irving, TX 75039

("Lender").

Borrower owes Londer the principal sum of

One Hundred Fifty Nine Thousand and No/100

Dollars (U.S. \$ 159,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provices for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2021 . 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 si curity 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 Londer the following described property located in COOK County. **illinois:**

LET THE CHICAGO THE MUNICE SO MUST THERE IF (8) AND MUNICE SA PRINT OF THURS (8) IN WHITHERAIN, A SUMMEVISION OF LOSS NINE (9), THE (10 LEVIS) (11), AND THEORY (12), IN THE COUNTY CLERK'S DEVISION IN THE SCITE EAST PRACTICIAL CHARGER (1/4) OF SECTION 33, TOWNSHIP 42 NORTH, MANUE 13, MAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY. TILINGIS, ACCORDING TO PLAT THEREOF RECEIVED DECEMBER 17, 1915, IN BOOK 140 OF FLATS, PAGE 37, AS DOCUMENT NUMBER 57/2005, IN COOK COUNTY, BLINIS.

05~33~415~007 PERMANENT INCHE NUMBER:

3977357

2705 North Lincolnwood Drive, Evanston, IL 60201-1228

which has the address of

2705 NORTH LINCOLAWOOD DRIVE

EVANSION

ICM

Illinois

60201

[Street] ("Property Address");

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 varietions by jurisdiction to constitute a uniform security instrument covering real property.

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

Form 3014 9/90 LDee487 (3/91)

Insurance orthern Illinois Title

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UNIFORM COVENANCS Roberts 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 Taxee 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 issues 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; (a) yearly flood insurance primiums, if any; (a) yearly mortages insurance premiums, and (f) any aums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortagine insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any aums payable by Borrower (a) Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Is one for a federally related mortage form time to time, 12 U.S.C. \$2601 et sec. (*RESPA"), under another law that applies to the Punds set a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may end the provide and hold Funds in an amount not to exceed the leaser amount. Lender may end the provide and provide the funds. Borrower to make such a charge. However, Lender may not charge Borrower for holding and applying the Funds, and printiple the funds. Borrower and tender may agree in writing, however, that interest shall be paid, tender shall not one required to pay Borrower for nothing the funds. Borrower and Len

weeley monthly payments, all Lender's sole discretion. Security Instrument, Lender shall promptly rothed to Decrews any Panda beld poll and the state of the property, and a state of the Property and the Prope

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If substantially equivalent motivage hashance coverage larges are fished. Borrower when the insurance coverage larged or ceased to one-twelfth of the yearly mortisale insurance premium being paid by Borrower when the insurance coverage larged or ceased to be in effect. Lender will accept, use and retain these psynicinis as a loss reserve in lieu of mortisal missance. Loss are recoverage in the amount and for the period of the premium required to maintain mortisage insurance coverage (in the amount and for the period the premium required to maintain mortisage insurance and in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inappedies. Lender or its again may make reasonable entries upon and inappedinos of the Property. Lender shall give Borrower notice at the time of or prior to an inappedino specifying reasonable centries upon and inappedino.

In the event of a total taking of surp part of the Property, or for conveyance in law of condemnation, in connection with any condemnation or other taking of surp part of the Property, or for conveyance in law of condemnation, in connection with any condemnation or other taking of surp part of the Property, or for conveyance in law of condemnation, in connection with any condemnation or other taking of surp part of the Property, or for conveyance in law of condemnation, in connection with any condemnation or other taking of the Property, in proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking is test to the property in the proceed by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security Instrument whether or have a superior to the sums secured by the Security Instrument whether or have a superior to the sums secured by the Security Instrument whether or not the due.

1 In the Property is mediately before the taking is less than the amount of the amount of the Property infinitely before the taking is less than the

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 pur part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred are d) for over the notation in a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment is 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. However, this option, Lender shall give Borrower notice of acceleration. The actice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must nay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Linder 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 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, or (b) entry of a judgment enforcing this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument, or (c) pays all expenses incurred in enforcing this Security Instrument, including, out not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Ins paragraph 17

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 on or in the Property. 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 Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gas

NON-UNIFORM COVENATE. Bordwer and couler further covenant and supe 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, the notice what is acceleration of the sums secured by this Security Instrument, default on or before the gate 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 ensert 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 lence 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. Walver 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(cs)]. Adjustable Rate Rider Condominium Rider 1-4 Family Rider **Oraduated Payment Rider** Planned Unit Development Rider **Biweekly Payment Rider** Balloon Figur Rate Improvement Rider Second Home Rider Other(s) [aprolfy] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Brrrower and recorded with it.(Seal) TODD P. SEMLA Social Security Number: 337-46-8339 SUBAN JONES SEMIA 483-78-0558 Social Security Number: Social Security Number:(Seai) Social Security Number:

State of Illinois.

Cook

County sa:

The foregoing instrument was acknowledged before me this day of 27th Juna GOOT

SUSAN TONES 7. STALA AND

Witness my hand and official seal.

SHOW BLY KATHLEEN E. HOR LIC STATE OF KLINOIS COMMERCH DO. APR.22.1992 1991

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