**UNOFFICIAL COPY** 

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

3992113

Loan #: 54039300 Process #:





LENDERS TITLE GUARANTY 4801 Emerson St., Suite 102 Palatine, IL 60067

(708) 202-8200

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

August 27 , 19 91

The mortgagor is

ROBERT J. PAUL and LENORA J. PAUL, HIS WIFE

("Borrower").

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

whose address is

600 E. Las Collegs Blvd., #1802, Irving, TX 75039

("Lender").

Borrower owes Lender the principal sum of

Sixty Thousand and No/100

60,000.00 Dollars (U.S. \$ ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which p.o.ides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2006 . This Specify Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, excusions 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 SEVENTEEN (17) IN BLOCK 5 IN PRUTIE VIEW ADDITION TO PALATINE, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WATH OF THE CHICAGO AND NORTHWESTERN RAILWAY, EXCEPT THE WEST 7 A TES THEREOF, IN COOK -1014'S OFFICE COUNTY, ILLINOIS.

02-23-105-001-0000 PERMANENT INDEX NUMBER:

which has the address of

VSCXCXX

103 SOUTH KERWOOD STREET

PALATINE

Illinois

NOTE IDENTIFIED

("Property Address");

[Street]

TOOETHER 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.

UNIFORM COVENANCE for twee and London coveriant 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 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 (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 of seq. ("RESPA"), unless another law that applies to the Funds alesser 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.

nay 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 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 excrow 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 he'd by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the recordance 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 recordance 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 shall promptly refund to Borrower any Funds held by Lender as sold discre

Upon payment in folder all simes secured by this Security Instrument, Lender, Find not to Borrower any Funds held by Lender. If under spanning 21, Lender shall acquire or sell the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a exceeding a spanning to the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a created spanning and the spanning of the Property shall properly and a shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2, in fluid to interest due; fourth, to principal due; and least, to any late charges due under the Note; the Note in the Property which may attain priorily over this Security arrangement, and least-hold payments or ground rents, if any. Borrower shall prompily a provided in paragraph 2, or if not paid in this manner, Borrower shall prompily ducharge any lick-which has priorily over this Security instrument, and least-hold payments or ground rents, if any. Borrower shall prompily ducharge any lick-which has priorily over this Security instrument, under the Borrower, and green in writing to the payment of the obligation accured by the lien in a green rent suitakenty in Lender and with the lien of the payment of the obligation accured by the lien in a green rent suitakenty in Lender and work and the lien of the security of the lien of the lie

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 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

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.

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 immediately before the taking is equal to or greater than the amount of 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 immediately before the taking, divided by (b) 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 is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender 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 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 general to release the liability of the original Borrower on the due.

Unless Lender ard Borrower otherwise agree in writing, any application of the time for payment or modification of the surface of the monthly payments referred to in paragraphs

of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any Perogenate by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall be dended the successors 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 thi. Security Instrument by 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 the Property under the terms of this Security Instrument on 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 or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such foar charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund. Security Instrument shall be given by delivering it or by making a direct payment to Borrower. If a refund reduces principal, the seduction 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 first class mail to Lender's address that december of the Property in the security Instrument shall be deemed to have been given to Borrower when his security Instrument or the Note co

16. Horrower'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 pay 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 vorrower is not 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.

15. It is not a covering this option, lander shall give Borrower nation of negative time. The obtion shall provide a region of negative time.

Lender's prior written consent, Lender may, at its option, require immediate paymene is old of all sums secured by this Security Instrument.

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 that may 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 remedica permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Relinstate. If Borrower neces certain conditions, Borrower shall have the fight of the separation 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 Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Cars any default of any other covenants or agreements; (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 flen 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). There also may be o

NON-UNIFORM COVENANTS. Borrower and Lender Turther 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 of the before the date applicable in the notion may be understoom of the pure agreement by the Security Instrument. et, le of ts id in le nt

foreclosure by judicial proceeding and sale after acceleration and the right to assert in Borrower to acceleration and foreclosure. In any foreclosure, it is security Instrument by pursuing the remedies provided in this para evidence.  22. Release. Upon payment of all sum without charge to Borrower. Borrower shall 23. Waiver of Homestead. Borrower was 4. Riders to this Security Instrument Security Instrument, the covenants and as	of the Property. The notice shall for the foreclosure proceeding the notice the foreclosure proceeding the notif the default is not cured on or befull of all sums secured by this Sejudicial proceeding. Lender shall agraph 21, including, but not limite is secured by this Security Instrume pay any recordation costs. aives all right of homestead exemption. If one or more riders are executareements of each such rider shall	of the sums secured by this Security Instrument, urther inform Borrower of the right to reinstate in-existence of a default or any other defense of ore the date specified in the notice, Lender at its security Instrument without further demand and it be entitled to collect all expenses incurred in d to, reasonable attorneys' fees and costs of title int, Lender shall release this Security Instrument on in the Property.  ed by Borrower and recorded together with this all be incorporated into and shall amend and rider(s) were a part of this Security Instrument.
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development I	Rider Biweekly Payment Rider
Balloon Riuar	Rute Improvement Rider	Second Home Rider
Other(s) [specify]	-	<del></del> -
BY SIGNING BE.C.v. Borrower accepting any rider(s) executed by Borrower and recollected by Borrower and Recollecte		enants contained in this Security Instrument and
MILLAND COLLAND	(c)	det P
		PT J. PAUL (Scal)
$O_{s}$	-	010
Michael Dulwaldt	<b>^</b>	iccurity Number: 334-76-5872 RJ P 334 26 5872 (Scal) RA J. PAUL Borrower
•	Social S	iccurity Number: 329-20-9999
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	Social S	Security Number:
	40	(Scal) -Borower
	Secial S	ecurity Number:
	(Space Below This Line For Astropyledgmer )	<b>7</b> .
	Tapasa amon tina Cira Fat Material Spirit	10/4·
State of Illinois, COCK	County	788:
The foregoing instrument was acknown ROBERT J. PAUL and LENOR	wledged before me this 27	day of ling. , 198/, by
Witness my hand and official scal.		
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OFFICIAL SEAL
KATHY L. MARTSEAL
MOTARY PUBLIC STATE OF RLINOIS MY CONTUSTION DOD. JIME 7,1994

Hotary Public

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