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

Loan #: 54206760 Process #:

- [Space Above This Line For Recording Data]

### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on

December 5 19 91

The mortgagor is QAYYUM N. SAYAL and IQBAL B. SAYAL, HIS WIFE

("Borrower").

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

whose address is

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

("Lender").

Borrower owes Lender the principal sum of

Ninety Seven Thousand Two Hundred and No/100

Dollars (U.S. \$ 97,200.00 ). 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 Jarnary 1, 2007 . This Soun'ty 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1017403

which has the address of

9433 OAK STREET

DES PLAINES

(نيساڭ)

Illinois

60016

("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 variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3014 9/90

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UNIFORM COVENANTS. Benower and Letter to verify the after a follows:

1. Payment of Principal and Interest, Frepayment 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

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 settlement procedure 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 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, unless applicable law provides otherwise. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless applicable is my 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 shall pay to Lender the amount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender

Upon payment in Nill-Sall sums secured by this Security Instrument, Lender shall appromptly reginal to Borrower any Funds held by Lender as the time of acquisition or sale as a credit sgainst the sums secured by the Property, shall apply sny Funds held by Lender at the time of acquisition or sale as a credit sgainst the sums secured by this Property in the Company of the Company

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.

5. 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, from an alternate mortgage insurer approved by Lender.

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THRY PART OF LOT 41 IN HORRIS SANON'S COLF PARK THRACK UNIT NO. 4 (PERKLIPATTER DESCRIBED) LYING HOLFSHEELY OF A LINE DESCRIBED AN -CAMBRICING MY A POINT ON THE MEDITURLY LINE OF LOT 41 APORTIONED, 90.25 PERT SOUTHWELT (AS MEASURED ALONG SAID MANUFACTOR LINE) OF THE MORTHMASTERLY CORNER OF SAID LOT 41, AND MONITOR TO A POINT ON THE ENVIROLT LAND OF LOT 41 APPROXISATE, 72.07 FINE SOUTHWAT OF THE MUNICIPALITY CONTRACT OF SAID LOT 41, AND LITTING WORTHWISE, OF A LIBER DESCRIPTION AS ncing at a point of the meetherly line of lot 41 apprending 116.12 feet SCUPPERLY (AS MEASURED A DIEG SAID MESTERLY LINE) OF THE HONTHERITY COM SAID LOY 41 AND RESIDENC TO A POINT ON THE SASTESTY LINE OF LOT 41 AFCRESAID, 44.37 FINE MONTH OF THE SOUTHEAST COMMEN OF SAID LOT 41 THE WAST & FINE OF THE MAST 24 PRINT OF THE SOUTH 27 PRINT OF 1/27 41 IN HORRIS BUSON'S GOLF PARK THRUNCH UNITY NO. 4 METERS A SUBDIVISION OF PART OF THE MORTHWEST 1/4 OF THE MORTHWAST 1/4 OF SECTION 15, TOMBENTY 41 MONTH, RANGE 12, MAT OF THE THIND PRINCIPAL MERIDIAN, ACCORDING TO SINK THERMAL BEGINSHARD IN THE CHANGE OF THE SECTIONAR OF ALANES OF COOK COMMY, TILINOTS, ON APRIL 13, 1961, 12 COCUMENT MISSIS 1972961. County Clerk's Office

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If substantially equivalent morgage insurance coverige is not swiishes. Borrover shall be reach month a sum equal to one-twelfth of the yearly mortage insurance premium being said by sheetween the area insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortagae insurance. Loss reserve payments may no longer be required, an anotage insurance coverage fin the amount and for the period that Lender required provided that mortage insurance in effect, or to provide a loss reserve, until the requirement for mortage insurance ends in scotance with any written agreement between Borrower and Lender or applicable law.

3. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in mediately before the taking is equal to or greater han the amount of the sums secured by this Security Instrument 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 is equal to or greater than the amount of the sums secured by this Security Instrument whether or not the sums secured immediately before the taking is less than the amount

of the sums secured by this Security Instrument by reason or any terment instruction interest. Any first arance by Lender in exercising any right or remedy shall not be a waiver of or preclude the successors in interest. Any first arance by Lender in exercising any right or remedy.

12. Successors and Assigns Beanet, Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreement, shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing that Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument on the Property under the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by his Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interes. On the loan charges collected or to be collected in connection with the loan secured 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 by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction 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 delivering it or by making a direct pay of the supplicable law requires use of another. The notice shall be directed to the Property Address or any other address applicable law requires use of another. The notice shall be given by first class mail to Lender's address stated herein or any other address Lender designates by active to Borrower. Any not

severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the tote and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all o, 'n' part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower. If all o, 'n' part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower. If all o, 'n' part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower. If all o, 'n' part of the Property or any interest in it is sold or transferred and corrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment. If all 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 nust pay all sums secured 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 dated at any time prior to the earlier of: (a) 5 days (or such other perior 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 I seeder all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) c urse any 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 and t

continue unchanged. Upon reinstatement by borrower, this security instrument and the congress and to receleration bad 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 and the address to 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 on any any none 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and her

to health, safety or environmental protection.

21. Acceleration; Remedie. Lender shall give notice to borrower and Lanler further evenant and agree as follows:

21. Acceleration; Remedie. 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 ontion may require immediate nayment in full of all sums secured by this Security Instrument without further demand and 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 Condominium Rider 1-4 Family Rider Graduated Payment Rider **Biweekly Payment Rider** Planned Unit Development Rider Balloon Richt Rate Improvement Rider Second Home Rider Other(a) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by For ower and recorded with it. Social Security Number: 2040 324-70-5671 Social Security Number: Social Security Number: Sucial Security Number: Crokenunty 55: do hereby certify that STATE OF ILLINOIS Brayyum N. Sayal + Ighal B. Sayal, husband + Wife , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day signed and delivered the said instrument in person, and asknowledged that he free and voluntary act, for the uses therein set forth. Given under my hand and official seal, this 5 day of Learning 1991 My Commission Expires: 12/10/54 W "OFFICIAL SEAL" Nicole M. Freeman Notary Public State of Illimit 118 20 BYBLS1938 Ay Commission Expires 2110 2013 3 13001 708 70 20 2 NJ 01 230 1661 Page 4 of 4

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