4022252

GREENWICH (APITAL FINANCIAL, INC. 2211 YORK NOAD, #402 OAK BROOK, IL 60521

Loan #: 54278091 Process #:

(Space Above this Line For Recording Doln)

MORTGAGE

THIS MORTO AGE ("Socurity Instrument") is given on

December 23

The mortgager is

JOHN P. BIEL and BARBARA A. BIEL, HIS WIFE

("Borrower").

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

whose address is

ZTIC 7-91-03303

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

("Londor").

Borrower owes Londer the principal sum of

Seventy Eight Thousand and No/100

78,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2007. 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 me 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 Londor the following described property located in County. COOK Illinois:

> LOT TWENTY-FIVE (25) IN PRILL'S HICKORY HILLS ADDITION, OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST HPLF OF THE NORTH WEST QUARTER AND THE EAST QUARTER OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE BAST HALF OF THE NORTH WEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 16, 1958, AS COCCUENT NUMBER 1796188, 3/4's Office IN COOK COUNTY, ILLINOIS. PERNANENT INDEX NUMBER: 23-02-104-001

which has the address of

9009 SOUTH 85th AVENUE

HICKORY HILLS

[City]

[Street]

Illinois

60457

("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

LDoc427 (3/91)

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

UNOFFICIAL COPY

Property of Coot County Clerk's Office

UNIFORM COVENANTS. Berower and ten for the finding of and interest on the dobt ovidenced 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 Londer. Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum (*Pands*) for: (a) yearly taxes and assessments which may attain priority over this Socurity Instrument as a lien on the Property; (b) yearly laxes or ground ronts on the Property, if any; (c) yearly hazard or property insurance premiums or ground ronts on the Property, if any; (e) yearly hazard or property insurance premiums; (i) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, is lieu of the payment of mortgage insurance premiums. These home are called Escrow Items. Lender may, at any time, collect and holf 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 amonded from time to time, 12 U.S.C. \$2601 et sec. (*RESPA*), unless another law that applies to the Funds sets a lessor amount. If so, Londer may, at any time, collect and holf Funds in an amount not to exceed the lesser amount. It so, Londer may, at any time, collect and holf Funds in an amount not to exceed the lesser amount. It so, Londer may, at any time, collect and holf Funds in an amount not to exceed the lesser amount. It may be a such an institution whose deposits are insured by a federal agency, instrumentality, or entiry flending Londer, if Londor is such an institution whose deposits are insured by a federal agency, instrumentality, or entiry flends. Londor six all paying the Funds to pay the Escrow Items, Londor is such an institution whose deposits are insured by a federal agency instrumentality, or entiry flends. The Funds to pay the

Transfer the Land Land Constitution with the property

Upon paymont in full of all sums secured by this Security Instrument, Lender shall promptly refund to Bentrower any Pands held by Lender. If under prayapph 21, Lender at the time of nequisition or sale as a credit against the sums secured by the Property, shall apply any Texas bold by Lender at the time of nequisition or sale as a credit against the sums secured by the Security Instrument.

Security Instrument.

Paymone and Pands an

attorneys' fees and entering on the Property to make repairs. Attnough Lender may take action under this paragraph?, Lender does not have to do so.

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.

Page 2 of 4

If automatially agriculture in the property in

ION-UNIFORM COVE

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	*******	Condominium Rider Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Rider
Balloon P(de)	· C	Rate Improvement Rider	Second Home Rider
Other(s) [specify]			

BY SIGNING BELOY/ Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Bo rower and recorded with it.

Carleen L. Cignetto

..(Scal) Bouwe JOHN P. BIEL Social Security Number: 329-24-8265

...(Scal) Social Security Number:

(Scal)

Social Security Number: ..(Seal)..

for al Security Number:

State of Illinois,

County as:

The foregoing instrument was acknowledged before me this JOHN P. BIEL and BARBARA A. BIEL, 1615 WIFE

Witness my hand and official scal.

day of December

Holary Publi

OFFICIAL SEAL "
RONA HEINEL
'ARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 4/23/85

Property or Coot County Clert's Office