



Corporate Headquarters
100 North State Street
Chicago, Illinois 60602

UNOFFICIAL COPY

11-26-85
Variable Interest rate
Equity-line
open end mortgage

85298225

Account number
19-800350-1

THIS OPEN END MORTGAGE (herein "Mortgage") is made this 8th day of November, 19 85, between the Mortgagor, Helen H. Becker, a widow

(herein "Borrower"), and the Mortgagee, PATHWAY FINANCIAL - A Federal Association, a corporation organized and existing under the laws of the United States of America, whose address is 100 North State Street, Chicago, Illinois 60602, (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 8200.00, or so much thereof as may be advanced and outstanding, with interest thereon, which indebtedness is evidenced by Borrower's Variable Interest Rate Promissory Note dated November 8, 1985 and extensions and renewals thereof (herein "Note"), and the Pathway Financial Equity-line Agreement and Disclosure Statement (which documents, along with this Mortgage are collectively referred to as the "Credit Documents"), providing for monthly payments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable five (5) years from the date hereof.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Unit Number 118 as delineated on the survey of the following described parcel of real estate:

Lot 1 in Resubdivision of Lots 1 to 8 both inclusive of subdivision of South 300 feet of Lot 1, in Block 2 in Well and Nellegars Subdivision of the North 17-1/2 acres West of Illinois Central Railroad Company of the Northeast 1/4 of Section 12, Township 35 North, Range 13 East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by American National Bank of Chicago, as Trustee under Trust Agreement dated January 10, 1972 and known as Trust Number 76407, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 22628042 and amended by document 22639249 together with an undivided 2.183 percent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

See map - 12/12/85 - 12/12/85 - 12/12/85

which has the address of 1137 Leavitt Avenue, Flossmoor,
(Street) (City)
Illinois 60422 (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower Initials HJB

Hand Title Co. of America & - 43708 - C-7 Dall

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11. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of or any leasehold interest of three years or less not containing a right to renew, Borrower shall cause to be submitted information required by Lender to evaluate the transfer as if a new loan were being made. Lender reserves the right to require Borrower to continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

12. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution of this recordation hereof.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to the extent that the provisions of this Mortgage and the Note are declared to be severable, as used herein, costs, expenses, and attorneys' fees, include all sums to the extent not prohibited by applicable law or limited herein.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property address or such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender at the address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Successors and Assigns.** All covenants and agreements of Borrower shall inure to the benefit of Lender and Borrower, their heirs, assigns, successors and assigns, and all persons claiming through them. The covenants and agreements herein shall bind the heirs, assigns, successors and assigns of the Borrower and the Lender. The covenants and agreements herein shall bind the heirs, assigns, successors and assigns of the Borrower and the Lender. The covenants and agreements herein shall bind the heirs, assigns, successors and assigns of the Borrower and the Lender. The covenants and agreements herein shall bind the heirs, assigns, successors and assigns of the Borrower and the Lender.

16. **Waiver.** Lender shall not be deemed to have waived any right or remedy, or to have agreed to extend, modify, or alter the security of this mortgage, by reason of the fact that Lender has not exercised any such right or remedy, or to have agreed to extend, modify, or alter the security of this mortgage, by reason of the fact that Lender has not exercised any such right or remedy, or to have agreed to extend, modify, or alter the security of this mortgage, by reason of the fact that Lender has not exercised any such right or remedy.

17. **Force Majeure.** Lender shall not be liable for any delay or non-performance in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be liable for any delay or non-performance in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be liable for any delay or non-performance in any manner, the liability of the original Borrower and Borrower's successors in interest.

18. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any variance in lieu of condemnation, are hereby assigned to Borrower. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any variance in lieu of condemnation, are hereby assigned to Borrower.

19. **Protection of Lender's Security.** Borrower shall perform the covenants and agreements contained in the Credit Agreement and this Mortgage to perform the covenants and agreements contained in the Credit Agreement and this Mortgage to perform the covenants and agreements contained in the Credit Agreement and this Mortgage.

20. **Preservation of Property.** Lessor: Leasehold: Condominium: Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and shall comply with the provisions of any lease if this Mortgage is on a leasehold. This Mortgage is on a leasehold if a condominium or a planned unit development, or all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, or all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, or all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development.

21. **Insurance.** Borrower shall maintain and keep in force and effect a fire and theft insurance policy covering the Property and shall cause to be maintained in full force and effect a fire and theft insurance policy covering the Property and shall cause to be maintained in full force and effect a fire and theft insurance policy covering the Property.

22. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and shall cause to be maintained in full force and effect a fire and theft insurance policy covering the Property.

23. **Other Mortgages and Liens.** Borrower shall perform all of Borrower's obligations under any other mortgages, deeds of trust, or other security agreements which are a lien which has priority over this Mortgage, including Borrower's obligations under any other mortgages, deeds of trust, or other security agreements which are a lien which has priority over this Mortgage.

24. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied to the principal and interest payable on the Note, and then to the principal and interest payable on the Note.

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Handwritten notes and signatures on the right margin, including a large signature at the bottom.

If Lender, on the basis of a written report obtained regarding the financial condition of Borrower, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 11 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 15 hereof.

15. Acceleration; Remedies. Except as provided in paragraph 14 hereof, upon Borrower's breach of any covenant or agreement of Borrower under any of the Credit Documents, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

16. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if, (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

19. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage

Borrower signature: Helen H. Becker, Helen H. Becker

Borrower signature: [Signature]

STATE OF ILLINOIS, [Signature] County ss:

I, the undersigned, a Notary Public in and for said county and state,

do hereby certify that Helen H. Becker, a widow

personally known to me the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

signed and delivered the said instrument as her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of November, 19 85

My Commission expires: 3-30-88

[Signature] Notary Public

This instrument was prepared by:

Lula D. Martlink - Pathway Financial One Prairie Center, Matteson, IL 60443

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16. Assignment of Rights. The Borrower hereby assigns to the Lender all of its right, title and interest in and to the Mortgage and the proceeds therefrom...

17. Assignment of Rights. The Borrower hereby assigns to the Lender all of its right, title and interest in and to the Mortgage and the proceeds therefrom...

18. Release. Upon payment in full of the principal and interest on the Mortgage, the Lender shall release the Borrower from all obligations...

19. Waiver of Homestead. The Borrower hereby waives any and all homestead rights in the Property...

IN WITNESS WHEREOF, BORROWER has hereunto set hand and seal this 11th day of November, 2011.

Signature of Helen H. Becker, Borrower. State of Illinois, County of Cook.

to be duly certified that Helen H. Becker, a widow, the undersigned, a Single Person in and for said county and state.

My Commission expires 11/11/11. Given under my hand and official seal this 11th day of November, 2011.

Official seal and signature of the County Clerk, Cook County, Illinois.

One Prairie Center, Matteson, IL 60443. D. Martinek - Parkway-Financial. Instrument was prepared by.

COPIES AND FILED IN 85-298225

13.00 MAIL

DEPT-01 RECORDING \$13.25 #2222 TRAN#0355 11/26/85 14:33:00 #1575 #B *-85-298225

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