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to companie de la com	otto tainialifornia esperia, il tyris esperiale
THIS OPEN'END MORTGAGE (herein "Mongage") is made this	Strange Translation (day of
JACDISH G. TRIPATHI AND KAMAL J. TRIPATHI, HIS	WIFE
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(herein "Borrower"), and the Mortgagee, PATHWAY FINANCIAL - A Federal Asso and existing under the laws of the United States of America, whose address is Illinois 60602, (herein "Lender").	100 North State Street, Chicago,
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$	27000.00
or so much ther we as may be advanced and outstanding, with interest thereon, we by Borrower's Vertable Interest Bate Promissory Note dated an Nov. 1.5 and	hich indebtedness is evidenced
extensions and recewals thereof (herein "Note"); and the Pathway Financial Equity Statement (which cocuments, along with this Mortgage are collectively referred providing for monthly payments of interest, with the principal balance of the indrequired to be paid, dual independent five (5) years from the date hereof.  TO SECURE to Lendard repayment of the indebtedness evidenced by the	/-Ilne Agreement and Disclosure Lo as the "Credit Documents"), ebtedness, if not sooner paid or
payment of all other sums, with herest thereon, advanced in accordance herew Mortgage, and the performance the covenants and agreements of Borrower hereby mortgage, grant and convey to Lender the following described proc	ith to protect the security of this erein contained, Borrower does enty located in the County of
in a languaga dagama da lagung mendapangkan dibenggi berberang menganggi berberang mendapangkan berberang berberang	r provinci prie oggovalste sem na stosos st Progritos Modos trat pedistrik notia spessos Schlagete sosos seks gedomen sog k
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<ul> <li>gr pargerman of participations are regardly personal properties. The content of the</li></ul>	The standard of the standard section of the standard s
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TOGETHER with all the improvements now or hereafter erected on the proper appurtenances and rents all of which shall be deemed to be and remain a part of Mortgage; and all of the foregoing, together with said property (or the leasehold leasehold) are hereinafter referred to as the "Property."  Borrower, governants that Borrower, is lawfully, selsed of the estate hereby of	f the property covered by this estate if this Mortgage is on a
mortgage: grant and convex the Rroperty, and that the Rroperty is unencumbered record. Borrower coverants that Borrower warrants and will defend generally the claims and demands subject to encumbrances of recording.	"except for encumbrances of title to the Property against all

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Wall drait capage to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to be submitted information to be submitted by Lender to be submitted in the More and this More and the More and t BUILLIM the creation of a lien of engumbrance authordinate to this Mortgage, (b) a transfer by devise, descent, or by operation to purchase, and confidency of the grant of any leasehold interest of three years or less not containing an option to purchase, TO TO BE REPORTED IN THE PROPERTY. If BOTTOWER SHIP OF THE PROPERTY OF SITE OF THE PROPERTY OF THE PRO

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is Borrower's Copy. Borrower shall be furnished a conformed copy of the Not and of this Mongage at the time of anına to-ille externor profilpited by applicable law or limited herein.

AS. Governing Laws: Severability. The state and local laws applicable to this Wortgage shall be the laws of the jurisdiction in which the Property is located the the property is located to the property in the property is located to the property in the provisions of this worth in the provisions of the provis

given to Borrower of Lender when given in the manner designated herein. designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been 11. Molice. Except for any golice required under applicable law to be given in another manner, (a) any notice to Borrower at provided the first Molice of Earloan from the Property Molice of a state of a given by delivering it of the such notice by certified mall begiven by deliver by notice to Lendersa by a such delivers of a such delivers of a such other address as Borrower may designate by notice to Lendersa by a such delivers of a such deliver

or means any other Borrower or modifying the families of the Borrower's intended of the World Spring of the solution to the Borrower of the Borrower or modifying the Morrower of the Borrower or modifying the Morrower or modifying the Morrower of the Morrower of the Morrower or modifying the Morrower of the Morrower or modifying the Morrower of the Note or underthis Mongage, and (c) agrees that Lander and any other Borrower hereunderings agree to (c) agrees that Lander and any others. neworted Britania (1901) and the stock of the second of the stock of t Successors and saigne Bound; Joint Several Liability Co-signers, The Coverage and is a page of the coverage of

applicable law, shall inglibe a walver of jor preciude the exercise of any such right or remedy. auccessore (minierest. Any liotheatance: by Lender in exercising any inglificontempody) hetern denior otherwise afforded by elatego ton lighter gwogod to regign in the elatego property of pended yet being a gago on lighter gwogod to region of the elatego of the ela 9. Borrower Not Released; Forbestance By Lender Not a Walver Extension of the fline for payment or modification of

priority over this Mortgage. condemnation or other taking of the Property, or part thereof, or lor convey at 30 nitleu of condemnation, are hereby assigned of that or or a security agreement with a flen which has an ability agreement with a flen which has

8. Condemnation: The proceeds of any award or claim for damage , cirect or consequential, in connection with any Taring tender shall give Borlow make pricause to be made reasonable entitles upon and inspections of the Property, provided and the provided and the provided shall give Borlow in the Property of the provided and the provided shall give be substituted in the provided shall of the provided shall be substituted in the provided shall give be substituted in the provide

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Documents of It any action or proceeding is commenced which materially effects Leader since sets in the Property, then Lender Enders are such such appearances, disburse such such processes and such appearances, and take ender a mortgage included to condition of the sets as a condition of the sets are conditionally as a condition of the sets are conditionally as a condition of the sets are conditionally as a set of the processes and the processes are conditionally as a set of the processes and the processes of t 6. Protection of Lender's Security. If Boin ower falls to perform the covenants and agreements contained in the Credit.

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by this Mortgage. collectand apply the fresh and a proceeds at Lender's option either to restoration or repair of the Property or to the sums secured to be string the little for a sufficient to settle to settle a claim for insurance, benefits, Lender is authorized to If the Property is at Indoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is not made promptly by Borrower.

ilen which has in thy over this Morgage. In the even in a Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if

inchold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, Lender shall have the right The first provide the first provided by the first provided the solicity of the first provided the first provided, that are the first provided the solicity of the first provided the first provid

4. Hazard Insurance Borrower anall keep the improvements now or bereather second second and the sold of the second second

YOR II SING! and impositions attributable to the Rroperty which may attain a priority overthis Mondagethale to the Property of a ground and leasehold payments or ground Application of Peyments. Unless applicable, law provides otherwise, all payments are decayed by Landanush and the Mortal Application of Peyments. Unless applicable, law provides otherwise, all payments are mounts as a possible of the Mortal of amounts payable to Lender by Bottower, and then to the principal of the Mortal performance and then to the principal performance in the Mortal of the Mortal of the Lines. Bottower shall perform all of Bottower's obligations under any mortal of the Mortal of the

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determines that Lender's security If Lender, on the basis of may be impaired, or that there is an unacceptable likelyhood or a breach of any coverant bragreement 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, he covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paracitaph 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 turn's secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the oblig sticns secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Assignment of Rerus; 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 puregraph 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 'ne receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not imited 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 cocured 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 vaives all right of homestead exemption in the Property.

## REQUEST FUR NOTICE OF DEFAULT AND FORECLOSU'S UNDER SUPERIOR MORTGAGES OR LEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, to over this Mortgage to give Notice to Lender, at Lender's address	deed of trust or other encumbrance with a lien which has priority soft forth on page one of this Mortgage, of any default under the	
superior encumbrance and of any sale or other foreclosure ac-	CODE COMPULA RECORDER	
IN WITNESS WHEREOF, BORROWER has executed this M	7.44.1	i
May colling	143355 184N 7781 12/05/84 09:54:0	
editower signature JAGDISH G., TRIPATHI	bert-ol Recording \$13	100
Resolution 1		
crower signature KAMAL O. TRIPATHI	<b>'</b> Q <sub>4</sub> .	
STATE OF ILLINOIS COOK	County ss:	
STATE OF ILLINOIS, COCK	County ss.	
, THE UNDERSIGNED	, a Notaty Public hand for said county and state,	
do horeby certify thatJAGDISH G. TRIPATHI AND	KAMAL J. TRIPATHI, HIS WIFE	
personally known to me the s	same person(s) whose name(s) ATF	
	* <b>™</b>	
subscribed to the foregoing instrument, appeared before me the	nis day in person, and acknowledged that he	
signed and delivered the said instrument asTHEIRIr	ree voluntary act, for the uses and purposes therein set forth.	
Given under my hand and official seat, this15th	day ofNovember, 1986	
My Commission expires: // - 4- \$1	Alex Leg Daysai	
This instrument was prepared by:		
J. KIDD	100 N. STATE ST., CHICAGO, ILLINOIS 60602	

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HCCO. L.

100 M. STER ST., OBIOMOO, ILLINOIS 60602

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