



UNOFFICIAL COPY

86305828

Variable interest rate
Equity-line
open end mortgage

Corporate Headquarters
100 North State Street
Chicago, Illinois 60602

COOK COUNTY ILLINOIS
DEED AND MORTGAGE RECORD

1986 JUL 21 PM 1:08

86305828

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Account number
19-800693-4

THIS OPEN END MORTGAGE (herein "Mortgage") is made this 23rd day of June, 19 86, between the Mortgagor, David L. Johnson and Kay O. Johnson, his wife

(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. \$ 32,000.00 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 June 23, 1986 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:

Lot 3 in Guarantee Construction Company's Olive Road Subdivision of part of the Southwest 1/4 of Section 32, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax No. 29-32-310-125



TICOR # 86305828

which has the address of 1311 Olive Road Homewood, Illinois 60430 (herein "Property Address").

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 DT KCJ

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COVENANTS, Borrower and lender covenant and agree as follows:

1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal and interest indebtedness provided by the Note and the charges as provided in the Note.

2. Application of Payments: Lender shall apply the payments received by Lender under the Note and the Mortgage first to the payment of amounts payable to Lender by Borrower under paragraph 6 hereof then to interest payable on the Note and then to the principal of the Note.

3. Prior Mortgages and Deeds of Trust; Charges; Liens: Borrower shall perform all of Borrower's obligations under any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's obligations to make payments when due, taxes, assessments and other charges, fines and penalties, and to pay off this Mortgage and household payments or ground rent, if any.

4. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning, explosion, riot, strike, sabotage, terrorism, extended coverage, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The replacement value of the improvements shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. An insurance policy and renewal policies shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to void the policy and renewals thereof, subject to the terms of any mortgage deed of trust or other security agreement with a lien which is priority over this Mortgage.

In the event Lender is notified by the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower or if the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender, Borrower shall, at the insurance carrier's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation of Maintenance of Property; Leaseholds; Condominiums; 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 leasehold in this Mortgage as of a leasehold in a unit in a condominium or a planned unit development, and shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and shall perform all of the obligations of the leasehold.

6. Protection of Lender's Security: If Borrower fails to perform the covenants and agreements contained in the Credit Documents, or any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such actions as may be necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the advance secured by this Mortgage, the premiums required to maintain such insurance in effect until such time as the requirement for such insurance is terminated, shall be in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment hereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. 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 nuisance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance by Lender Not a Waiver: Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend the time for payment or otherwise modify or authorize or the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy provided by applicable law shall not be a waiver of or constitute a release of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers: The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower and co-signers of this Mortgage shall be bound by the terms of this Mortgage, (b) is not reasonably liable on the note and covenants of this Mortgage, and the covenants and agreements hereunder may agree to extend, modify, forbear, or make any other arrangements with respect to the terms of this Mortgage or the Note without the consent of Borrower and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided hereunder shall be given by certified mail or by mailing such notice by certified mail addressed to Borrower at the Property, a address or at 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 or by mailing such notice to Lender as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender in the manner designated herein.

12. Governing Laws; 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 this end 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 of the Note or the amount of the Note.

13. Borrower's Copy: Borrower shall be furnished a completed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

14. Transfer of the Property: If Borrower or any transferee of the Property or an interest therein, excluding (a) the creation of a new mortgage subordinate to this Mortgage, (b) a transfer of the Property or an interest therein, or (c) an operation of law upon the death of a transferee, or (d) a transfer of the Property or an interest therein, to a transferee as a result of a purchase, foreclosure or other cause to be determined by a court of law, the transferee shall be deemed to have assumed the obligations of this Mortgage and the Note and this Mortgage shall be deemed to be assigned to the transferee as a result of the purchase, foreclosure or other cause to be determined by a court of law.

15. Assignment of the Property: If Borrower or any transferee of the Property or an interest therein, excluding (a) the creation of a new mortgage subordinate to this Mortgage, (b) a transfer of the Property or an interest therein, or (c) an operation of law upon the death of a transferee, or (d) a transfer of the Property or an interest therein, to a transferee as a result of a purchase, foreclosure or other cause to be determined by a court of law, the transferee shall be deemed to have assumed the obligations of this Mortgage and the Note and this Mortgage shall be deemed to be assigned to the transferee as a result of the purchase, foreclosure or other cause to be determined by a court of law.

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Lender or the basis of the information... may be impaired or that the... secured information is not sufficient...

15. Acceleration, Remedies. Except as provided in paragraph 14 hereof, in Borrower's breach of any covenant or agreement of Borrower under any of the provisions of this Mortgage, Lender shall have the right to accelerate...

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 reinstate, in whole or in part, the sums secured by this Mortgage...

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...

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 recording...

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

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OF 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...

IN WITNESS WHEREOF, BORROWER has executed this Mortgage. David I. Johnson, Borrower signature; Kay O. Johnson, Borrower signature.

STATE OF ILLINOIS, ... County ss I, the undersigned, a Notary Public in and for said county and state.

do hereby certify that David I. Johnson and Kay O. Johnson, his wife, personally known to me the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 23rd day of June, 1986. My Commission expires 4/5/89. [Signature]

This instrument was prepared by Peg Dressler; PATHWAY FINANCIAL, One prairie Center; Matteson, Illinois 60443

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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