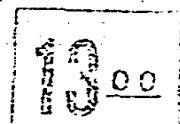


Account number

19-745660-1



THIS OPEN END MORTGAGE (herein "Mortgage") is made this 8th day of October, 19 87, between the Mortagor,
CHARLENE A. STEPUNCIK, a widow not remarried

(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 up to us \$ 25,000.00, 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 October 8th, 1987 and extensions and renewals thereof (herein "Note"), and the Pathway Financial Line of Credit 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 5 years from the date hereof.

If this is secured by Commercial Real Estate, Lender has the option to call the entire principal, interest, and other charges on each calendar year anniversary date.

TO SECURE TO LENDER the repayment of the indebtedness evidenced by the Note, and also such future advances as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, 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:

ALL OF LOT 7 (EXCEPT THE EAST 30 FEET THEREOF) OF JOSEPH SUBDIVISION OF THAT PART LYING WEST OF CENTER LINE OF STATE ROAD ON THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{2}{8}$ OF LOT 7 IN ASSESSORS DIVISION OF SECTION 34 AND THE NORTH $\frac{1}{2}$ OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. H.O.
TAX NO: 19-32-231-036

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 NOV -9 AM 11:02

87602164

Permanent Tax Identification Number: 19-32-231-036

Which has the address of 5844 West 81st Place Burbank
(Street) Illinois 60459 (Zip Code) (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 household estate if this Mortgage is on a household) 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.

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14. Transfer of the Property. Unless otherwise provided, by Note and Lender under the Note, and Lender may release to the transferee, Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in the event of a joint tenancy, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase.

15. Borrower's Copy. Borrower shall furnish a copy of this Note and of this Mortgage at the time of execution of the Note and Lender may receive a copy of the Note and of this Mortgage at the time of recording.

16. Covenants. Borrower and Lender shall agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal and interest indebtedness evidenced by the Note and Lender may receive a copy of the Note and of this Mortgage at the time of recording.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Borrower under the Note and Lender under the Note, and Lender may receive a copy of the Note and of this Mortgage at the time of recording.

3. Prior Mortgages and Deeds of Trust; Changes; Lenses. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement over this Mortgage, and Lender may receive a copy of the Note and of this Mortgage at the time of recording.

4. Hazard Insurance. Borrower shall keep the insurance coverage, and such other hazards as Lender may require and against losses by fire, hazards included within the term "extended coverage"; and such other hazards as Lender may require and rents, if any.

5. Preservation and Management; Condominiums; Planned Unit Developments. Borrower shall keep the property in good repair and shall not commit waste or permit impairment of the property or to the sums secured by Lender.

6. Protection of Lender's Security. If Borrower fails to perform the covenant contained in the Credit Document, or if any action or proceeding is taken by Lender to take possession of any mortgagable property, or part thereof, or in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any security agreement, to any successor in title to the original Borrower and to Lender.

7. Inspection. Lender may make or cause to be made inspection of the property at any reasonable time and place, and Lender may demand payment of any expenses so incurred, and Lender may inspect the property over this Mortgage.

8. Conduct of Business. The proceeds of any award of claim for damage to property caused by Lender, or any condition or award of compensation to Lender, shall be paid to Lender, subject to the terms of any security agreement, to any successor in title to the original Borrower and to Lender.

9. Borrower Not Released; Foreclosure; Mortgagor. Except as otherwise provided by law, Lender shall not be released from liability of the original Borrower and to Lender, except to the extent that Lender has modified this Mortgage.

10. Successors and Assigns Bound; Joint and Several Liability. Lender, his or her heirs, executors, administrators, successors, assigns, and other successors in title to the original Borrower and to Lender, shall be liable for the payment of all amounts due under this Mortgage.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower given in the manner designated herein, (b) any notice to Borrower given in the manner designated to Lender, and (c) any notice to Borrower given by certified mail to Lender's address provided herein, or to such other address as Lender may designate to Borrower, shall be given effect without the cost of mailing, provided that Borrower shall accept service of process in the same manner as Lender.

12. Governing Laws; Severability. The statute and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The state and local laws shall be governed by laws in the manner designated herein.

13. Borrower's Copy. Borrower shall furnish a copy of this Note and of this Mortgage at the time of recording.

14. Transfer of the Property. Unless otherwise provided, by Note and Lender under the Note, and Lender may release to the transferee, Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in the event of a joint tenancy, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase.

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6. Protection of Lender's Security. If Borrower fails to perform the covenant contained in the Credit Document, or if any action or proceeding is taken by Lender to take possession of any mortgagable property, or part thereof, or in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any security agreement, to any successor in title to the original Borrower and to Lender.

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If Lender, on the basis of any information obtained regarding the transferee, 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 contained 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.

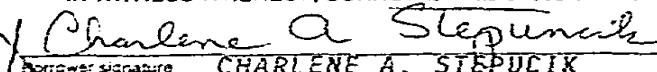
18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

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 CHARLENE A. STEPUNCIK

Borrower signature

STATE OF ILLINOIS, COOK County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state,

do hereby certify that CHARLENE A. STEPUNCIK, a widow not remarried

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

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S 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 October 19 87

My Commission expires:


Notary Public

This instrument was prepared by:

Kidd, Joyce
Name

100 North State Street Chicago IL 60602
Address

BOX 169

87603164

