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mail
To:

Corporate Headquarters
100 North State Street
Chicago, Illinois 60602
Account number of this Property: 19-745481-2

THIS OPEN END MORTGAGE (herein "Mortgage") is made this 13th day of February, 1987, between the Mortgagor, Mohammad A. Rothrawala, Also Known as M. Rothrawala and Amarica B. Rothrawala, well known as Amarica B. Rothrawala 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").

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12.0000

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 120,000.00 and such amount may be advanced and outstanding with interest thereon which indebtedness is evidenced by Borrower's Variable Interest Rate Promissory Note dated February 13, 1987 and extensions and amendments 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");

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TO SECURE 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 11 in the subdivision of Lot 11 in Frederick H. ...
Subdivision of Lot "A" (except Railroad) in Circuit Court Partition of the ...
South of that part of the Northwest 1/4, Living South of Illinois ...
and Michigan Canal Reserve in Section 3, Township 38 North, Range 13 East, of the Third Principal Meridian in Cook County, Illinois.

AND THAT PART OF THE ...
AND MICHIGAN CANAL RESERVE IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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1987
REF # C-19066

FILED FOR RECORD
1987 MAR 13 AM 11:09

Borrower Initials MAR

8713694603178

By 169

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

12. 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 there is any conflict between the laws of the state and local laws and the laws of the Federal government, the laws of the Federal government shall prevail.

11. 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 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 to Lender, addressed to 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.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind and obligate the Borrower, its heirs, assigns, successors and assigns, and the Lender and Borrower, jointly and severally. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage, (b) is not a co-borrower, and (c) is not a co-mortgagor. Lender, in the exercise of its power under this Mortgage, (d) is not a co-borrower, and (e) is not a co-mortgagor.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Except as to any such successor in interest of Borrower, the 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 Borrowers' successors in interest. Lender shall not be required to complete proceedings against any such successor, or to extend the term of payment or otherwise modify the amortization of the sums secured by this Mortgage, by reason of any demand made by the original Borrower and Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy provided for in this Mortgage shall not constitute a waiver of or preclude the exercise of any such right or remedy.

8. Condemnation. The proceeds of any award or claim for damages, direct or indirect, or for compensation, in connection with any condemnation or other taking of the Property, or part thereof, or for compensation in lieu of condemnation, shall be assigned and shall be paid to Lender, subject to the terms of any mortgage, deed or other security agreement with a lien which has priority over this Mortgage.

7. Inspection. Lender may make or cause to be made, upon reasonable notice, inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection, specifying reasonable cause therefor related to Lender's paragraph 6. Lender may, at its expense, take any action necessary to protect its interest in the Property.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in the Credit Documents, or if 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 action as is necessary, or direct Lender's interest in the Property, to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or making the loan secured by this Mortgage. Lender shall pay the premiums required to maintain such insurance in effect until the time of termination of the loan.

5. Preservation of the Lender's Security. Lender shall perform all of its obligations under the declaration or covenants creating or governing the condominium or other unit development, the by-laws and regulations of the condominium or planned unit development, and shall not permit any of its obligations under the declaration or covenants creating or governing the condominium or other unit development to be impaired or otherwise affected. Lender 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 the lease if this Mortgage is on a leasehold. If this Mortgage is on a leasehold, Lender shall maintain 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 the lease if this Mortgage is on a leasehold.

4. 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 in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof 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 hold the policies and renewals thereof, subject to the terms of any mortgage, deed or trust or other security agreement with a lien which has priority over this Mortgage.

3. Prior Mortgages and Deadweight Trust Charges. Lender 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. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and penalties attributable to the Property which may be levied or assessed against the Property, and shall maintain a clear title to the Property free of all liens and encumbrances, except for encumbrances of record.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and the mortgage shall be applied first to payment of amounts payable by Borrower under the Note and then to interest payable on the Note and then to principal of the Note, except for encumbrances of record. Lender shall be deemed to have applied payments in the order set forth in this paragraph.

1. 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.

COVENANTS, Borrower and Lender covenant and agree as follows:

2130336693148

Handwritten notes and signatures on the right margin.

Handwritten initials at the bottom left.

If Lender, on the basis of any information obtained regarding the transfer, 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:

Mohammad A. Pothiwala
Borrower signature MOHAMMAD A. POTHIAWALA

Amancia B. Pothiwala
Borrower signature AMANCIA B. BARBA

Mohammad A. Pothiwala
M. A. POTHIAWALA

Amancia B. Pothiwala
AMANCIA B. POTHIAWALA

STATE OF ILLINOIS, COOK County ss:

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

do hereby certify that MOHAMMAD A. POTHIAWALA, ALSO KNOWN AS M. A. POTHIAWALA AND AMANCIA B. BARBA, ALSO KNOWN AS AMANCIA B. POTHIAWALA, HIS WIFE personally known to me the same person(s) whose name(s) ARE

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

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 21 day of February, 1987

My Commission expires:
Notary Public

This instrument was prepared by:
Name J. KIDD Address 100 North State Street Chicago IL 60602

87136946

UNOFFICIAL COPY

If a copy of this instrument is made by any person other than the undersigned, it shall be void and of no effect. The undersigned hereby certifies that this instrument is a true and correct copy of the original instrument as the same appears in the records of the County of Cook, State of Illinois.

12. Acceleration Remedies. Remedies provided in paragraph 11 hereof shall be available to the lender upon the occurrence of any event of default as defined in paragraph 11 hereof. The lender shall have the right to accelerate the maturity of the loan and to foreclose on the property in accordance with the terms of the mortgage. The lender shall also have the right to demand immediate payment of the entire amount of the loan and to foreclose on the property in accordance with the terms of the mortgage. The lender shall also have the right to demand immediate payment of the entire amount of the loan and to foreclose on the property in accordance with the terms of the mortgage.

13. Borrower's Right to Reinstatement. Notwithstanding the acceleration of the loan provided in paragraph 12 hereof, the borrower shall have the right to reinstate the loan by paying to the lender the amount of the loan which is in default and the costs of collection. The borrower shall also have the right to reinstate the loan by paying to the lender the amount of the loan which is in default and the costs of collection. The borrower shall also have the right to reinstate the loan by paying to the lender the amount of the loan which is in default and the costs of collection.

14. Assignment of Debt. The lender hereby assigns to the borrower the right to receive the payments due on the loan. The borrower shall be deemed to have accepted the assignment of the debt. The borrower shall be deemed to have accepted the assignment of the debt. The borrower shall be deemed to have accepted the assignment of the debt.

15. Waiver of Remedies. The borrower hereby waives the right to demand immediate payment of the entire amount of the loan and to foreclose on the property in accordance with the terms of the mortgage.

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

The undersigned hereby requests the holder of any mortgage, deed of trust or other security instrument which is a lien on the property described in the attached instrument, to advise the undersigned of any default under the instrument and of any sale of the property or other foreclosure action.

IN WITNESS WHEREOF, BORROWER HAS SIGNED THIS MORTGAGE

M.A. POTHIANALA
AMANCIA B. POTHIANALA
M.A. POTHIANALA
AMANCIA B. POTHIANALA

STATE OF ILLINOIS
COOK
County ss

THE UNDERSIGNED
I, a Notary Public in and for said county and state
do hereby certify that *M.A. POTHIANALA, ALSO KNOWN AS M.A. POTHIANALA, HIS WIFE AMANCIA B. POTHIANALA, ALSO KNOWN AS AMANCIA B. POTHIANALA, HIS WIFE* personally known to me (the same person(s) whose names) *ARE*

subscribed to the foregoing instrument, appeared before me in the city and county of Cook, Illinois, and acknowledged that they signed and delivered the same voluntarily and for the uses and purposes therein set forth.

Given under my hand and official seal this *21* day of *February*, 20*12*.
My Commission expires *2/28/13*
[Signature]
Notary Public

This instrument was prepared by

J. KIDD
100 North State Street, Chicago, IL 60602

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