

#176



UNOFFICIAL COPY

Home Improvement mortgage
Corporal Headquarters
100 North State Street
Chicago, Illinois, 60602

Account number 30-006149-6 87171107

THIS MORTGAGE is made this 4th day of March, 1987, between the Mortgagor, GEORGE W. WLODARSKI AND LINDA L. WLODARSKI, 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. \$ 7000.00 which indebtedness is evidenced by Borrower's Note dated Mar. 4, 1987 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest with the balance of indebtedness, if not sooner paid, due and payable on Mar 3, 1991

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 4, IN BLOCK 4, IN WILLIAM D. MURDOCK'S MARQUETTE PARK ADDITION, BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTH WEST QUARTER (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 19-23-331-015

which has the address of 3611 WEST 70TH PLACE, CHICAGO, Illinois 60629 (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.

REI Title Services of 183-250

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UNOFFICIAL COPY

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

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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.

X George W. Wlodarski
Borrower **GEORGE W. WLODARSKI**

X Linda L. Wlodarski
Borrower **LINDA L. WLODARSKI**

STATE OF ILLINOIS

COUNTY OF COOK SS.

THE UNDERSIGNED

a Notary Public in and for said county and state, do hereby certify that GEORGE W. WLODARSKI AND LINDA L. WLODARSKI, HIS WIFE

personally known to me to be the same person(s) whose name(s) 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 4th day of March 19 87

My Commission expires:

7-13-89

Notary Public

X Richard Hamel

This instrument was prepared by:

C. NAUGHTON Address 1100 N. STATE ST., CHICAGO, ILLINOIS 60602

DEPT. 91 RECORDING \$14.25

#3475 #A-67-171107

COOK COUNTY RECORDER

COPY

Pathway Financial
100 N. State
Chgo, IL 60602

Handwritten signature

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MORTGAGE OF DEED OF TRUST
FIRST FEDERAL BANK OF DENVER
DENVER, COLORADO

Under the applicable provisions of the laws of the State of Colorado, the undersigned Lender and Borrower have entered into a mortgage agreement with a loan which has been made to the Borrower for the purpose of financing the purchase of real property located in the County of _____, State of Colorado.

IN WITNESS WHEREOF, BORROWER has signed the foregoing

BORROWER

LENDER

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

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

19. **Assignment of Rights; 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 17 hereof, 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 bond 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. **Borrower's Right to Rehearse.** 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. (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 17 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. This acceleration shall be null and void if no acceleration had occurred.

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof, immediately due and payable without further demand and without any defense or other objection, and 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. **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 any tenant, or (c) the grant of any leasehold interest of three years or less, not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transfer as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require execution or after recording hereof.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of sums to the extent not prohibited by applicable law or limited herein.

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 or clause 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 not prohibited by applicable law or limited herein.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property 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's 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.

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