

88482148

13.00

19-745033-4

THIS OPEN END MORTGAGE (herein "Mortgage") is made this ~~30th~~ 1st day of ~~September~~ OCTOBER, 19 88 between the Mortgagee, OSCAR G. REYES AND LILIA L. REYES, 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 up to US \$ 14250.00 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 ~~sep. 30, 1988~~ OCTOBER 1, 1988 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 such calendar year anniversary date

TO SECURE TO LENDER the payment 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.

LOT 37 IN SAM BROWN, JR.'S FOSTER AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 OCT 20 AM 11: 37

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Permanent Tax Identification Number: 14-07-117-012
Which has the address of 2158 W. POSTER CHICAGO
Illinois 60625 (herein "Property Address").

Total LHHB 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.

X Borrower Initials AR

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 evidenced by the Note and late charges as provided in the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender 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 agreement with a lender 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, liens and impositions attributable to the Property which may attach to the Property, and Borrower shall pay or cause to be paid all taxes, assessments, and other charges, liens and impositions attributable to the Property which may attach to the Property.

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

The insurance carrier for the insurance shall be chosen by Borrower subject to approval by Lender, provided that such carrier shall be licensed in the State of California and shall be a member of the California State Association of Insurance Companies, and shall be licensed to do business in the State of California. The insurance policy shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policy and receive the proceeds, subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds if Lender so elects.

5. Preservation and Maintenance of Property; Leases; Liens; 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 lease if this Mortgage is on a residential lot in a condominium or a planned unit development. Borrower 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 all other documents, rules, regulations and covenants which apply to 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 to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance is terminated in accordance with the terms of the insurance policy or other 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 thereof. 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 compensation 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 amortization of 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 hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise 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 jointly and severally binding on Borrower who co-signs this Mortgage and does not execute this Note, as well as co-signers of this Mortgage only to mortgage grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, but is not personally liable on the Note or under this Mortgage and Lender agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, 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.

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'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.

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 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 not prohibited by applicable law or limited herein.

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.

14. 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) transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of a leasehold interest in the Property, or (d) the creation of a new loan where Borrower shall cause to be submitted to Lender for approval, Lender shall be obligated under the Note and this Mortgage unless Lender releases Borrower in writing to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

BY: [Signature]

NOTED 05/11/03

Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired or that there is a significant risk of a breach of any covenant or agreement in this Mortgage, or if the transferee's financial condition is not satisfactory, 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 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered without 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 in this Mortgage, Lender may, at its option, declare all of the sums secured by this Mortgage to be immediately due and payable. Lender shall give notice to Borrower as provided in paragraph 14 hereof specifying (1) the terms of the breach or breaches required to cure such breach, (2) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured, and (3) that failure to cure such breach on or before the date specified in the notice shall result in acceleration of the sums secured by this Mortgage. Lender may, by judicial proceeding, and sale of the Property, enforce the sums secured by this Mortgage. Lender shall, further, inform Borrower of the right to reinstate after acceleration and the right to assert in the event of foreclosure the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach or breaches occur before the date specified in the notice, Lender at its 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 on 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 and to re-pay or to entry of a judgment enforcing the Mortgage. (a) If Borrower pays Lender all sums which would be due to Lender if 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 its remedies 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 attorney's 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 or default under paragraph 15 hereof or abandonment of the Property, have the right to collect and clear such rents as they become due and payable.

Upon acceleration or default 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 paid 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 attorney's 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 in paragraph 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 OSCAR G. REYES [Signature]
X LILIA L. REYES [Signature]

COOK

STATE OF ILLINOIS

County 55

THE UNDERSIGNED

[Notary Public in and for said county and state.

OSCAR G. REYES AND LILIA L. REYES, HIS WIFE

do hereby certify that

personally known to me the same person(s) whose names)

ARE:

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

signed and delivered the said instrument as their voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th 1ST day of September 19 8

My Commission expires 10/10/15

[Signature]
Notary Public

88492148

Mail to:

This instrument was prepared by LILIA BERSON

1 PATHWAY CENTER, MATHESON, ILLINOIS 60443

Name

Address

Notary Public

Box 15