

# UNOFFICIAL COPY

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MORTGAGE

2990010993

15<sup>00</sup>

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 28  
1988 The mortgagor is JEFFREY W. WORKMAN AND ROBYN A. WORKMAN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to PATHWAY FINANCIAL

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is  
4749 LINCOLN MAIL DRIVE  
MATTESON, ILLINOIS 60443 ("Lender").

Borrower owes Lender the principal sum of  
ONE HUNDRED FIFTY THREE THOUSAND AND NO/100

Dollars (U.S. \$ 153,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:  
LOT 42 IN QUEENS COURT BEING A SUBDIVISION IN THE SOUTH 1/2 OF  
THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 27-26-401-006  
27-26-401-008

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which has the address of 17433 QUEEN ELIZABETH DRIVE , TINLEY PARK  
(Street) (City)

Illinois 60477 ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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MATTHESON, ILLINOIS 60444  
4749 LINCOLN MALL DRIVE

PATHTWAY FINANCIAL

BOX 425 RECORD AND RETURN TO:

LEE A. NOLAN 60443-1692 MATTHESON, IL

PREPARED BY: NOV 1988

MY Commission expires: 3/18/91

Given under my hand and official seal, this 28th day of November, 1988

set forth.

I signed and delivered the said instrument at THIRTY free and voluntary act, for the uses and purposes herein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that JEFFREY W. WORKMAN AND ROBYN A. WORKMAN, HUSBAND AND WIFE , a Notary Public in and to said County and State,

County as:

the wife of

STATE OF ILLINOIS.

(Please sign the line for acknowledgement.)

Borrower  
(Seal)

Borrower  
(Seal)

ROBYN A. WORKMAN  
(Seal)

JEFFREY W. WORKMAN  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

Other(s) [Specify]  Graduate Program Rider  Planned Unit Development Rider

Advanced Rider  Security Appliance Box(es)  24 Family Rider

23. Right to this Security Interest, if one or more riders are executed by Borrower and recorded together with this Security Interest, the rider's terms and agreements of this Security Interest as in the rider(s) were a part of this Security Interest.

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Security Interest, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Right to collect all amounts due and owing under this Security Interest, including fees, interest, and penalties, until paid in full, in accordance with the terms of this Security Interest.

19. Waiver of acceleration of debt. Borrower waives the right to accelerate the debt prior to the date of maturity, but not limited to, reasonable attorney fees and costs of title evidence.

18. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including attorney fees and costs of title evidence.

17. This Security Interest will be held by Borrower to collect all amounts due and owing under this Security Interest, including attorney fees and costs of title evidence.

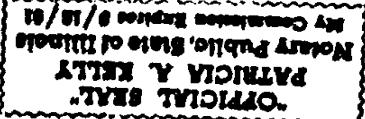
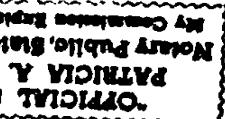
16. Borrower shall provide to Lender notice of acceleration and default on the date specified in the notice of acceleration, or within ten (10) days from the date the notice is given to Borrower, whichever is later. The notice shall include information concerning the debt and the date specified in the notice of acceleration and default, by which time the debt must be paid.

15. Acceleration of debt. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Interest under (a) the acceleration under paragraphs 13 and 17 unless a applicable law provides otherwise. The notice shall specify: (a) the date specified in the notice of acceleration, (b) the action required to cure the debt, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the debt must be paid; and (d) the failure to do so within the period specified in the notice of acceleration, the debt shall become加速的 by this Security Interest, foreclose by judicial proceeding and sale of the Property. The notice shall further accrue by the date specified in the notice of acceleration and default on the date specified in the notice of acceleration of the debt to collect the debt after acceleration and before the date specified in the notice of acceleration and default on the date specified in the notice of acceleration.

14. Acceleration of debt. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Interest under (a) the acceleration under paragraphs 13 and 17 unless a applicable law provides otherwise. The notice shall specify: (a) the date specified in the notice of acceleration, (b) the action required to cure the debt, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the debt must be paid;

13. Acceleration of debt. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Interest under (a) the acceleration under paragraphs 13 and 17 unless a applicable law provides otherwise. The notice shall specify: (a) the date specified in the notice of acceleration, (b) the action required to cure the debt, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the debt must be paid;

12. Acceleration of debt. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Interest under (a) the acceleration under paragraphs 13 and 17 unless a applicable law provides otherwise. The notice shall specify: (a) the date specified in the notice of acceleration, (b) the action required to cure the debt, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time the debt must be paid;



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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Board; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.



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**ADJUSTABLE RATE LOAN RIDER** 2990010993

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this **28TH** day of **NOVEMBER**, **19 88**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

**PATHWAY FINANCIAL,  
A FEDERAL ASSOCIATION**

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

**17433 QUEEN ELIZABETH DRIVE, TINLEY PARK, ILLINOIS 60477**  
*Property Address*

**Modifications.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note has an "Initial Interest Rate" of **9.900%**. The Note interest rate may be increased or decreased on the **1ST** day of the month beginning on **DECEMBER 1**, **19 93** and on that day of the month every **12** months thereafter.

**1. INTEREST RATE CHANGES**

**(A) The Index**

Any changes in the interest rate will be based on changes in an interest rate index which will be called the "Index". The most recent index figure available as of the date **45** days before each Change Date is called the "Current Index". The index is the: *(Check one box to indicate index.)*

- (1)  \*Weekly average yield on United States Treasury securities adjusted to a constant maturity of **year (s)**.  
(2)  \*National Average Median Cost of Funds-Monthly

(3)

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

**(B) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points (**2.950%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (C) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(C) Limits on Interest Rate Changes**

- (1)  If this box is checked, there will be no maximum limit on changes in the interest rate up or down.  
(2)  If this box is checked, the interest rate I am required to pay at the first Change Date will not be greater than **11.900%** or less than **7.900%**. Thereafter, the interest rate will not be changed by more than **2.000** percentage points on any Change Date. My interest rate will never be greater than **14.900%**, or less than **00.00%**.

**(D) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interests or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

**C. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**D. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option of accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

*Debree W. Workman*  
**DEBREE W. WORKMAN**

(Seal)  
-Borrower

(Seal)  
-Borrower

*Robyn A. Workman*  
**ROBYN A. WORKMAN**

(Seal)  
-Borrower

(Seal)  
-Borrower

*\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

**ADJUSTABLE RATE LOAN RIDER**

DPS-26 (111-86)

CONSOLIDATED BUSINESS FORMS, INC. MT. CLEMENS, MI 48046 (313) 792-4700

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