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Account number

19-745973-8

THIS OPEN END MORTGAGE (herein "Mortgage") is made this 3rd day of March, 1989, between the Mortgagor, **BRIAN E. ALEXANDER AND DEBORAH ROSENBERG ALEXANDER, 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 \$...30000.00 or so much more or less as may be advanced and outstanding, with interest thereon, which indebtedness is evidenced by Borrower's Variable Interest Rate Promissory Note dated Mar. 3, 1989, 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 Conventional First 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 hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 7 AND THE NORTH 1/2 OF LOT 8 IN BLOCK 4 IN NOLAVILLE A SUBDIVISION OF PART OF LOT 6 OF THE SUBDIVISION OF EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT SOUTH EAST 1/4 OR NORTH 1/2) OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES NORTH OF NORTH LINE OF ARTHUR MICHELS CRAWFORD MAIN SUBDIVISION OF SOUTH 10 ACRES OF SOUTH EAST 1/4 OF NORTH EAST 1/4 OF SECTION 22, IN COOK COUNTY, ILLINOIS.

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Permanent Tax Identification Number: 10-22-215-044

Which has the address of 8436 KEDVALE

SKOKIE

Illinois 60076 (Zip Code)

(herein "Property Address");

(City)

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.

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14. Transferee of the Property, if Borrower sells or any part of his interest in, or conveys (a) the creation of a lien or encumbrance subordinate to his Mortgage, (b) a transfer by devise, descent, or by operation of law, upon the death of a joint tenant, or (c) the grant of any easement, to a third party, without the written consent of the Lender, will result in the termination of the Agreement.

[3], Borrower's Copy. Borrower shall be furnished a conforming copy of this Note and of this MasterAgreement at the time of

12. **Guaranteed Low-Severity.** The time and location where application is to this insurance is limited to the following:

119 Proprietary Address or at such other address as Borrower may designate by notice to Lender or toender as provided herein; and (b) any notice to Lender which has been given by Lender by registered mail to Lender's address as stated herein or to either other address as provided herein.

without applying for a writ of mandamus to restrain the Board from proceeding with the election.

10. **Successores and Asseguias**: **Joint and Several Liability**: Co- litigants **Joint and Several Liability**: joint and several liability means that each defendant is liable for the entire amount of the debt or damage.

7. Inspection. Landlord may make or cause to be made reasonable and appropriate inspections upon and impoundments of the Property, provided that Landlord shall give Tenant notice prior to any such inspection specifying reasonable cause therefor related to Landlord's interest in the Property.

Finally, numerous disputes related to loans due during or after the first quarter of 2010 will become subject to arbitration in accordance with the arbitration rules of the Chinese Arbitration Association.

11.B. Protection of Landowner Security. It is the intent of the Legislature that landowners and their successors in title shall be protected from liability for damages resulting from the reasonable exercise of their rights under this Act.

3. Preparation and Submission of Reports: Members of the Committee shall submit written reports to the Board of Directors quarterly concerning the activities of the organization.

not made directly 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 at Lender's option either to restoration of the property or to the sum necessary to pay this Mortgage.

The insurance carrier providing the insurance coverage will be responsible for paying the insurance claim. All insurance policies and renewals that reflect shall be in a form acceptable to lender and shall include a standard moratorium clause in favor of and in a form acceptable to lender. Lender shall have the right to hold such policies and renewals until the insurance coverage has been reinstated or disbanded, whichever occurs first.

and impose conditions attributable to the Property which may attain a priority over this Mortgagage, and leaseshold payments or ground rents, and

and this mortgage shall be applied by Lender first in payment of amounts payable to Lender under this Note, and thereafter to the principal of the Note.

Covenants Borrower and Lender covenant and agree as follows:

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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 insure 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 recording, if any.

19. Waiver of Homestead. Borrower hereby waives all right of homestead or 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.

Brian Alexander
Borrower signature BRIAN E ALEXANDER
Deborah Rosenberg Alexander
Borrower signature DEBORAH ROSENBERG ALEXANDER

STATE OF ILLINOIS, COOK County ss:

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

do hereby certify that BRIAN E ALEXANDER AND DEBORAH ROSENBERG ALEXANDER, HIS W-

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 THE 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 3rd day of March 19 89

My Commission Expires: 4/10/91 OFFICIAL SEAL

Jesse Farny

Notary Public
State of Illinois
My Commission Expires 4/6/91

Jesse Farny

This instrument was prepared by:

RITA TOBECK
Name

1 PATHWAY CENTER, MATTHESON, ILLINOIS 60443
Address

89125221

Box 15

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Property of Cook County Clerk's Office

FOR APPROVAL OF COURT RECORDS AND INDEXES

REC'D

7-26

John J.

REC'D

RECEIVED

SEARCHED - INDEXED - CERTIFIED - SERIALIZED - FILED