

I Geri Petry, being first duly sworn
on oath, am authorized by Central Credit Union of Illinois
to make this Affidavit.

That the Filing could not be made on a timely basis because
of the owner had to sign corrected documents with
signature, as stated on the Torrens, missing Original Torrens
which REI has in their possession.
That the present Marital Status is the same and unchanged
from that shown in the loan Instrument Cynthia M. Robertson

That there is a current balance due on the Note and Loan
Instrument.

That the loan instrument and Note has not been sold or
Assigned except as evidenced by a proper Assignment being
registered concurrent with this Filing.

That there is no pending legal action regarding these
Instruments.

Affecting the following described real estate, registered in
Cook County, Illinois on Certificate of Title # 1154025.

Lot 22 in Block 8 in California Gardens, in the North half of the
Southwest quarter of Section 1, Township 36, North, Range 13
East of the Third Principal Meridian, according to Plat thereof
registered in the Office of Registrar of Titles of Cook County,
Illinois on April 27, 1954 as Document Number 1519870.

The Corporation Shall, therefore hold the Registrar of
Titles in Cook County, Illinois, harmless against all costs,
charges, damages and expenses, and all claims and demands of
every kind and nature, actions, causes of actions, suits and
controversies, whether groundless or otherwise arising by
reasons of accepting this late Filing.

(SEAL)

Geri Petry

I the undersigned a Notary of the public, Do hereby certify
that Geri Petry is personally known to
me be the Credit Manager of the Central
Credit Union a corporation, Appeared before me this
day in person, and signed, sealed and delivered this
affidavit, for the uses and purposes therein set forth;

Subscribed and Sworn to me,
on this 9th day of March
1989.

Carl R. Fesey

Notary Public

Commission Expires: 10-30-89

R13-415-U

PER TITLE SERVICES #

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03700449

WHEN RECORDED, MAIL TO

CENTRAL CREDIT UNION OF ILLINOIS

2011 Swift Drive
Oakbrook, Illinois 60521

3780149

JUNIOR

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 28th day of July, 1988
between the Mortgagor, Cynthia M. Robertson, divorced and not remarried. (herein "Borrower"),
and the Mortgagee, Central Credit Union of Illinois,
a corporation organized and existing under the laws of Illinois
whose address is 1001 W. Naperville Rd.
Bellwood, Illinois 60104 (herein "Lender").

WHEREAS, Borrower is indebted to Lender, as described in this paragraph;

TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Seven-Thousand and Five-Hundred and no/100 Dollars (\$ 7,500.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 15 years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a variable rate as described in the Credit Agreement.
- (3) 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 22 in Block 8 in California Gardens, in the North half of the Southwest quarter of Section 1, Township 36, North, Range 13 East of the Third Principal Meridian, according to Plat, thereof registered in the Office of Register of Titles of Cook County, Illinois on April 27, 1954 as Document Number 1519870.

Permanent Tax Id: 28-01-322-003 *led*

which is the address of 3025 W. 140th Place

Blue Island, Illinois 60406

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures 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."

NOTE IDENTIFIED

RI3-415-0

RE TITLE SERVICES &

3780149

15425

6440878

JOSEPH E. MOSELEY DRAUN
CLERK OF TITLES

Controlled by

Covered California

J

Deliver to **3780449** Trust

2655

Denied

PER STATE INDEX

THE UNIVERSITY OF CHICAGO

PT3-4154

My Commission expires 10-30-89

(Given under my hand and official seal, this

appeared before me this day in person, and acknowledged that _____ the voluntary act, for the uses and purposes therein set forth.

CYNTHIA M. ROBERTSON, divorced and never remarried

CAROL R. FERRY

STATE OF ILLINOIS,)
COUNTY OF COOK,

COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at the City of New York, this 14th day of January, 1964.

the holder of any mortgage, deed or trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender. Lender's address set forth on page one of this Mortgage, or any default or other event which may require action by Lender, shall be deemed to be the address of the holder of any mortgage, deed or trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender.

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

12. Acceleration; Remedies. Except as provided in paragraph 21 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the Borrower's obligation to pay when due any sums secured by this Mortgage, Lender may, at its option, elect to accelerate the maturity of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property, and the notice to pay when due any sums secured by this Mortgage to be accelerated shall give notice to Borrower as provided in paragraph 12 hereof. (1) The breach(s) (2) the action required to cure such breach(s) and (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, attorney's fees and costs of documentation, evidence, abstracts and title reports.

23. Borrower's Right to Reinstatement. 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 by which Lender is enforcing this Mortgage and the acceleration of a payment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the acceleration of a payment enforcing this Mortgage; (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 covenant and agreements of Borrower contained in this Mortgage; 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.

24. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. Lender shall discharge this Mortgage when Borrower has: (1) paid all sums secured by this Mortgage and (2) has requested (a) that the line of credit be canceled or (b) that the line of credit be reduced below the amount for which a security interest in the Property may be required by Lender. Lender shall release this Mortgage without charge to Borrower.

Credit Agreement, 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 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **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.

9. **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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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 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 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.

11. **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 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **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.

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 of clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement 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.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advances.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Mortgage at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

All amounts advanced under the Credit Agreement, up to the Maximum Principal Balance, are secured by this Mortgage, whether advanced before or after sale or transfer of the Property, except any amounts which may be advanced by Lender more than five days after notice to Lender, given in accordance with paragraph 12 hereof, that such sale or transfer has occurred. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

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UNOFFICIAL COPY

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessment fees, if any) which may be levied over the Property, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

3. **Guarantee by Borrower.** Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, interest, premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and a report for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

4. **Prior Mortgages and Liens.** Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the amount secured by this Mortgage.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement, at and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing; and third, to the principal balance outstanding.

6. **Prior Mortgages and Liens.** Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the amount secured by this Mortgage.

7. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, theft, hazard and other risks with a policy which shall provide for replacement cost basis in an amount not less than the replacement cost of the improvements, and the amount of coverage shall be not less than the Maximum Principal Balance plus the full amount of any then existing fire, theft and other risks covered by the policy. Lender shall keep the improvements now existing or hereafter erected on the Property insured against fire, theft, hazard and other risks with a policy which shall provide for replacement cost basis in an amount not less than the replacement cost of the improvements, and the amount of coverage shall be not less than the Maximum Principal Balance plus the full amount of any then existing fire, theft and other risks covered by the policy. Lender shall keep the improvements now existing or hereafter erected on the Property insured against fire, theft, hazard and other risks with a policy which shall provide for replacement cost basis in an amount not less than the replacement cost of the improvements, and the amount of coverage shall be not less than the Maximum Principal Balance plus the full amount of any then existing fire, theft and other risks covered by the policy.

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