



# UNOFFICIAL COPY

Variable Interest rate  
Open-end mortgage

NOT IDENTIFIED  
RECEIVED  
MAY 1989  
SHERIFF'S OFFICE  
CLERK'S OFFICE  
CHICAGO COUNTY  
ILLINOIS  
SEARCHED INDEXED SERIALIZED FILED  
Account number 1032 3795658

3795658

19-801038-1

THIS OPEN END MORTGAGE (herein "Mortgage") is made this 5th day of May, 1989, between the Mortgagor,

EVA M. KOWALSKI DIVORCED AND NOT SINCE REMARRIED

(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 \$ 15000.00, 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 May 5, 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, 8 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 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 does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT TWENTY (20) IN FELIX KROLL'S SUBDIVISION OF LOT SEVEN (7) IN CIRCUIT COURT PARTITION OF THAT PART LYING WEST OF MAURKEGAN ROAD OF NORTHWEST QUARTER (1/4) OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 1294237.

3795658

Permanent Tax Identification Number: 10-30-104-068

Which has the address of 7750 N NORA (Street) NILES (City)

Illinois 60648 (Zip Code) (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.

Borrower Initials EK

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16. Transfer of the Property. If Borrower sells 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 a joint tenant, or (c) the grant of an interest held in common with others, the transferee shall cause to be submitted information required by Lenders as to ownership of the Property and the transferee shall be held liable for the payment of all amounts due under this Mortgage.

sums to the extent not prohibited by applicable law or limited herein.

Given to Borrower or Lender when given in the manner aforesigned herein.

7. **Inspec~~tion~~**. Landlord may make or cause to be made reasonable entries upon and inspections of the Property related to Leases.

Any amounts due by the due date of payment shall become due and payable on the 6th day of November of each year thereafter, at the Note rate, shall become additional indebtedness of the Borrower to the Lender, and shall bear interest at the same rate as the original indebtedness.

6. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in the Credit Documents, or if any action or proceeding, including a proceeding to repossess any collateral which materially affects Lender's interest in the Property, then Lender may file suit to protect its security interest in the Property.

5. Preservation and Maintenance of Property: Lessees shall keep the property in good repair and shall not commit waste or permit impairment of the property and shall not commit any illegal acts.

to hold the policies and renewals thereof; subject to the terms of any mortgage, deed of trust or other security agreement which may make proof of loss and made payable by Borrower.

In such amounts and at such periods as Lender may require.

and improvements are required to the property which may attain a property over this twofold age, and to establish a programme of grants if any

3. Prior Mortgages and Deeds of Trust: Charginge, Borrower shall perform all of Borrower's obligations under the prior mortgages and deeds of trust.

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

**COVENANTS** Borrower and Lender covenant and agree as follows:

<sup>1</sup> See also the discussion of the relationship between the two concepts in the section on "The Concept of Social Capital."

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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, and 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 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 created 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 recordation, if any.

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

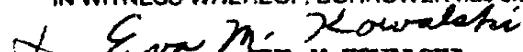
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REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEETS OF TRUST

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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.

  
\_\_\_\_\_  
Borrower signature  
EVA M KONALSKI

Borrower signature

STATE OF ILLINOIS, \_\_\_\_\_ County as: \_\_\_\_\_  
COOK

I, \_\_\_\_\_, a Notary Public in and for said county and state,  
do hereby certify that EVA M KONALSKI DIVORCED AND NOT SINCE REMARRIED

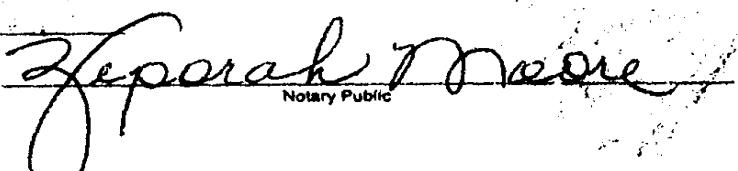
personally known to me the same person(s) whose name(s) \_\_\_\_\_

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

signed and delivered the said instrument as \_\_\_\_\_ HER free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of May, 1989

My Commission expires: 10-12-89

  
Deborah Moore  
Notary Public

This instrument was prepared by:

RITA TOBECK

Name

1 PATHWAY CENTER, MATTESON, ILLINOIS 60443

Address

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**NEW HAMPSHIRE COUNTY COURTS**

**CHIROPRACTIC OFFICE**

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**21** *W. C. Gandy, Jr., et al., "A New Method of Measuring the Strength of Glass," J. Amer. Ceram. Soc., Vol. 32, No. 10, Oct. 1949, pp. 521-524.*

28 964 492  
PRAE-  
JANUARY

1. PETITIONER, DEFENDANT, PLAINTIFF, OR COUNTER-PLAINTIFF  
2. ATTORNEY FOR THE PLAINTIFF

ЕДОВА СІОНИСМ, МОСТГАН, ЯКІВІ ОДУНІВАР І

MODERN ART