

RECORDATION REQUESTED BY:

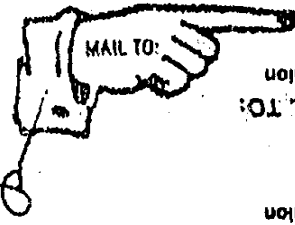
Loyden Schools Credit Union  
8517 W. Grand Ave.  
P.O. Box 236  
Franklin Park, IL 60131

WHEN RECORDED MAIL TO:

Loyden Schools Credit Union  
8517 W. Grand Ave.  
P.O. Box 236  
Franklin Park, IL 60131

SEND TAX NOTICES TO:

Loyden Schools Credit Union  
8517 W. Grand Ave.  
P.O. Box 236  
Franklin Park, IL 60131



# MORTGAGE

AMOUNT OF PRINCIPAL INDEBTEDNESS: \$50,000.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS MORTGAGE IS DATED December 28, 1990, between Ronald Cook, a widower, and Patricia A. Becker and Michael G. Becker (married to each other), as joint tenants with right of survivorship whose address is 9212 Marie Lang, Schiller Park, Illinois 60176. /survivorship

(referred to below as "Grantor") and Loyden Schools Credit Union, whose address is 8517 W. Grand Ave., P.O. Box 236, Franklin Park, IL 60131 (referred to below as "Lender"), a corporation organized and existing under the laws of the State of Illinois

1. GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in the following described real property, together with all existing or subsequently created or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, watercourses and ditch rights (including stock in ditches with ditch or irrigation rights) and all other rights, royalties, and profits relating to the real property, including without limitation any rights the Grantor later acquires in the fee simple title to the land, subject to a lease, if any, and all minerals, oil, gas, geothermal and similar matters, located in the County of Cook

State of Illinois (the "Real Property");

LOT TWO----- (2) IN BLOCK ONE (1), IN DIMUCCI'S SUBDIVISION BEING A SUBDIVISION IN THE SOUTH HALF (½) OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT HEREOF REGISTERED AS DOCUMENT NUMBER 1300627.

6926332

The Real Property or its address is commonly known as 9212 Marie Lang Schiller Park IL 60176

Property Tax ID No: 12-15-318-027

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property.

2. DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage in law have the meanings attributed to such terms in the Illinois Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person who signs the LOAN/LEASE/HIRE Form (fully Plan Credit Agreement secured by this Mortgage.

Grantor. The Grantor means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amount expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and borrowed from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance.

Lease. The word "Lease" means any lease between Grantor and the Lessor of the Property. The word "Lender" means Loyden Schools Credit Union, its successors and assigns. The Lender is the mortgagee under this Mortgage. Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter acquired by Grantor, together with all accessories thereto, all improvements to, all replacements of, and all substitutions for, any or all of the foregoing, whether or not the same are attached to real property, including without limitation the insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

# UNOFFICIAL COPY

NOTE IDENTIFIED 271-4430

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Notice of Completion. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any... Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and assessments against the... Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges... 9. TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Advances After Transfer. All amounts advanced under the LOANLINE® Home Equity Plan Credit Agreement, up to the Credit Limit, are... Notice of Transfer. Grantor shall give notice to Lender, as provided in this Mortgage, prior to any sale or transfer of all or part of the Property or... 4. TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage.

7. DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, have the right to accelerate, if that is, declare immediately due and payable all... 6. REHABILITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair, or other... 5. COMPLIANCE WITH LEASE. If there is a lease on the Property, Lender will pay all rents and will strictly observe and perform on a timely basis all... 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by

under this mortgage. 3. PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this... THIS MORTGAGE, AND IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE... RELATED DOCUMENTS. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan... Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan... existing, executed in connection with Grantor's indebtedness to Lender. The word "Rent" means all rents, revenues, income, issues, royalties, and profits from the Property. THIS MORTGAGE, AND IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE... RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by... 3. PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this... THIS MORTGAGE, AND IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE... RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

THIS MORTGAGE, AND IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE... RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

MORTGAGE (Continued)

NOT RECORDED



materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will pay the cost of such improvements. Grantor can and will pay the cost of such improvements.

**10. PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of the insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. If the Real Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain Federal Flood Insurance to the extent of such insurance coverage and is obligated for the full unpaid principal balance of the loan. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make good of loss if Grantor fails to do so within fifteen (15) days of the casualty. If, in Lender's judgment, the restoration or repair is economically feasible and Lender's security is not lessened, Lender's proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically feasible, Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage whether or not then due. Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Unexpired Insurance.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions of this Mortgage, in the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**Existing Indebtedness by Lender.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender or Grantor's Lender, upon notice to Grantor, but shall not be required to, take any action which Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit line. This Mortgage also may be secured by a portion of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**12. WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property (including a reasonable interest, if any), has and clear of all liens and encumbrances except those of record, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of his own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by Lender from time to time to permit such participation.

**Compliance with Laws.** Grantor warrants that the Property and Grantor's use of the Property conform with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Existing Lien.** The lien of the Mortgage securing the indebtedness may be a secondary and inferior lien to an existing lien, if there is such a lien. Grantor expressly warrants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instrument evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

**No Modification.** Grantor 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 agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**14. CONDOMINIUM.** The following provisions relating to condominium of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness under the CO-OWNERSHIP HOME EQUITY PLAN, subject to the terms of any mortgage or deed of trust with a lien which has priority over this Mortgage. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of his own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by Lender from time to time to permit such participation.

**15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to protect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, fees, documentary stamps, and other charges incurred in recording, collecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the agreement; and (c) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**16. FURTHER ASSURANCES.** The following provisions relating to further assurances are a part of this Mortgage.

Further Assurances. Upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's attorneys, and when requested by Lender, cause to be filed, recorded, ratified, or re-recorded, as the case may be, at such times and in such places and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, protect, preserve, or otherwise (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the lien and security interests created by this Mortgage on the Property. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**17. FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a written satisfaction of this Mortgage. Grantor will pay, if permitted by applicable law, any reasonable fee as determined by Lender from time to time.

**18. DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or other financial information. (b) Grantor does not meet the repayment terms of the credit line account or Lender's rights in the account. This can include, for example, failure to pay taxes, death of all or part of the borrower, or failure to pay taxes, death of all or part of the borrower, or failure to pay taxes, death of all or part of the borrower, or failure to pay taxes, death of all or part of the borrower.

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holder of another ten, or the use of funds or the dwelling for prohibited purposes.

**19. GRANTOR'S RIGHT TO CURE.** Upon the occurrence of any Event of Default (other than fraud or material misrepresentation) and prior to exercising any of the rights and remedies provided in this Mortgage or by law, Lender shall give notice as provided in the Mortgage and as required by applicable law. The notice may be combined or sent with any notice required by applicable law and shall specify: (a) the Event of Default; (b) the action required to cure the default; (c) a date not less than thirty (30) days (or any longer period as required by applicable law or elsewhere in this Mortgage) from the date the notice is given to Grantor by which the default must be cured and (d) that failure to cure the default will result in the acceleration of the mortgage and the right to assert in a foreclosure proceeding the nonexistence of an event of default or any other defense of Grantor to acceleration and sale. However, if Lender has given Grantor a right to cure with respect to a prior Event of Default which occurred within three hundred sixty-five (365) days of the present event of Default, Grantor shall not be entitled to receive the right to cure described in this paragraph.

**20. RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option to declare the entire indebtedness immediately due and payable.

**Mortgages in Possession.** Lender shall have the right to place as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the personal value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the LOANLINE® Home Equity Plan Credit Agreement or available by law or in equity.

**Waiver, Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not preclude Lender from exercising any other remedy, and a party's election to make expenditures or take action to perform under this Mortgage after failure of Grantor to perform shall not preclude Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes an suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at that and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Lender's agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), costs and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, and appraisal fees, and like insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all sums provided by law.

**21. NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any ten will be sent by first class mail to the address of the party's address as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**22. ASSOCIATION OF UNIT OWNERS.** The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

**Power of Attorney.** Grantor grants a revocable power of attorney to Lender to exercise this power to the extent that may be necessary for the association of unit owners. Lender shall have the right to exercise this power as if such a power of attorney had been granted by Grantor; however, Lender may decline to exercise this power as it sees fit.

**Insurance.** The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

**Compliance with Regulations of Association.** Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

**23. MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Grantor's Copy of Documents.** Lender agrees to provide Grantor with a conforming copy of both the LOANLINE® Home Equity Plan Credit Agreement and this Mortgage at the time they are executed or within a reasonable time after this Mortgage is recorded.

**Notice.** There shall be no merger of the interests 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.

**Survivability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or occurrence, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be limited to the extent of its invalidity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Lender's successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Lender's successors and assigns with reference to this Mortgage and the indebtedness by way of foreclosure or extension or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby waives and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not preclude Lender from exercising any other remedy, and a party's election to make expenditures or take action to perform under this Mortgage after failure of Grantor to perform shall not preclude Lender's right to declare a default and exercise its remedies under this Mortgage.

3239769

Property of Cook County

Copyright, 1990, OUNA Mutual Insurance Society; Copyright, 1993, CFS, All Rights Reserved. 15471L

By Patricia A. Becker Notary Public in and for the State of Illinois  
Residing at 500 Hampshire Court, Oak Park, Ill. 60452  
My commission expires 1/19/91  
December 28th, 1990  
Given under my hand and official seal this 28th day of December, 1990.  
On this day before me, the undersigned Notary Public, personally appeared PATRICIA A. BECKER, ANNUALLY RE-ELECTED AND RE-QUALIFIED  
to me known to be the individual(s) described in the instrument to which this  
voluntary act and deed, for the uses and purposes therein mentioned.  
I, the undersigned Notary Public, personally appeared KONRAD G. BECKER  
and acknowledged that they signed the Mortgage as their free and

OFFICIAL SEAL  
ESTHER M. JAFFEK  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES NOV. 19, 1991

STATE OF Illinois  
COUNTY OF Cook

INDIVIDUAL ACKNOWLEDGMENT

C. Glauddell, Loan Officer  
LEYDEN SCHOOLS CREDIT UNION  
9617 W. Grand Ave., P. O. Box 236  
Franklin Park, Illinois 60131

This Mortgage prepared by:

GRANTOR: Konrad G. Becker  
Signed, acknowledged and delivered in the presence of:  
Patricia A. Becker (witness)  
Michael G. Becker (witness)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.  
subsequent instances where such consent is required.



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*2/17/15*  
*SHSL/PL*

EXTRACT  
3939769

1351 JUN 23 02:02:10  
CAROL HOUSTON GRANT  
REGISTRAR OF TITLES

3939769  
Submitted by

Address	
City	
County	
State	
Notified	
Remarks	

REAL ESTATE INDEX GROUP  
1820 Ridge Avenue  
Evanston, IL 60201

Order # *11-4434*

Property of Cook County Clerk's Office