Prepared by: E.W. Swanson 1425 Lake Cook Rd Deerfield, IL 60015 UNOFFICIAL

THIS MORTGAGE is made this between the Mortgagor(s). Walter A Makaryk and Janet S Makaryk, his wife in joint tenancy

(herein "Borrower"), and the Mortgageo, TRAVENOL EMPLOYEES CREDIT UNION, whose address is 1425 Lake Cook Road, Deerlield, Illinois 60015 (herein

WHEREAS, Borrower is indubted to Lender in the principal sum of Twonty five thousand two hundred Dollars, which indebtedness is evidenced by Borrower's note of even date (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 26, 1988

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, 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 benefit contained, Borrower does hereby mortgage, grant and convey to Lender, and the Lender's successors, the following described property located in County, State of liffnois:

Lot 6 in Block 2 in Wedgewood Terrace A Subdivision of part of the East 1/2 of the South West 1/4 of Section 27, Township 42 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded March 4, 1946 as Document No. 13732148 in Cook County, Illinois.

03-27-303-010 Permanent Pargel Number:

Common Address: 100 Stratford, Mount Prospect, IL 60056

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100 Stratford Mount Prospect, IL 60056

which has the address of which with the property hereinafter described is referred to herein as the "property".

TOGETHER with all of the improvements now or here lifer (rected on the property, and all easements, rights appurtenances, rents, profits, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage.

TO HAVE AND TO HOLD the property unto the Lender, and the Lender's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Hor lest par Exemption Laws of the State of Illinois, which said rights and benefits the Borrower does herein expressly release and waive. Borrower hereby warrants the are time of the ensealing and delivery of these presents Borrower is well selected is said real estate and premises in fee simple, and with full legal and equitable. It is not nontrigaged property, with good right, full power and lawful authority to sell, assign, convey, mortgage and warrant the same, and that it is free and clear of anountriances, except as provided in paragraph t, and that Borrower will forever warrant and defend the same against all lawful claims.

1. This Mortgage is junior and subordinate to a first mortgage on the proprity from the Borrower to list Natil Bank of Morton Grove _ ("Prior Mortgage"). The Prior Mortgage secures a rule ("Prior Note") dated __12-30-74

cipal amount of Thirty five thousand Dollars (\$ 35,500.00), made by the Borrower and payable to the holder of the Prior Note and the Prior Mortgage. Borrower hereby covenants and agrees to perform all of its obligations under the Prior Note, the Prior Mortgage and all other documents and instruments ("PRIOR LOAN DOCUMENTS,") If any, retailed to the loan ("Prior Loan") evidenced by the Prior Note, including but not limited to all of the Borrower's obligations to make payments thereunder when and as they become due. Any distributions to make payments thereunder when and as they become due. Any distributions to make payments thereunder when and as they become due. default hereunder.

In the event the holder of the Prior Note and the Prior Mortgage exercises its rights under the Frior hote, or the Prior Mortgage, to immediately declare all sums remaining unpaid under the Prior Loan to be immediately due and payable, then Lender may, at its option, also declare all remaining unpaid interest and principal under the Note secured by this Mortgage to be also immediately due and payable, immediately upon notice thereof to Borrower or to step in and assume payments to the Prior Note adding all such amount paid to the principal of this loan.

- 2. Borrower shall pay promptly when due the principal of and interest on the indebtedness evidences of the Note, late charges as provided in the Note and each indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof
- 3. In the event of the enactment atter this date of any law of litinois deducting from the value of land fo. (I is purpose of laxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein legul and to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Lender's interest in the priparty, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in each such event, the Borrower, upon termand by the Lender, shall go such taxes or assessments, or relimburse the Lender therefor; provided, however, that If in the opinion of counsel for the Lender in right be unlawful to require Borrower to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Lender may elect, by notice in writing given to the Borrower, to declare all of the indebtedness secure. For my to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, a tax is due or becomer flue in respect of the issuance of the note hereby secured, the Borrower covenants and agrees to pay each such tax in the manner required by any such law. The Borrower further covenants to hold harmless and agree to Indemnify the Lender, and the Lender's successors or assigns, against all liability incurred by the imposition of a tax on the issuance of the note secured hereby.
- 5. Before any penalty attaches borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over this Mortgage.
- Borrower shall keep the improvements now existing or hereafter erected on the property insured apainst loss by fire, hazards included within the term "extended coverage", and such other hazards as Londer may require for the full insurable value without co-insurance providing for payment by the insurance companies of monies sufficient oither to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, under insurance policies payable, in case of loss or damage, to Lender, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the dates of expiration. Each policy of insurance shall include a provision to the effect that it shall not be cancelled or modified without thirty (30) days prior written notice to the Lender. If the Prior Mortgage requires delivery of each such insurance policy to the holder of the Prior Mortgage, then Borrower may satisfy its obligation under this paragraph by delivering a duplicate original of each such policy or a certificate therefor to the Lender.
- 7. In case of loss, the Lender is hereby authorized, at its sole option, either (i) to settle and adjust any claim under such insurance policies without consent of Borrower or (ii) to allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss, subject to Lender's rights under the PRIOR LOAN DOCUMENTS. In either case, Lender shall have the right to collect and receipt for such insurance money. Such insurance proceeds shall be applied either from time to time and at the sole option of the Lender, in payment or reduction of the Indebtedness secured hereby, whether due or not, or be held by the Lender and used to reimburse Borrower for the cost of the repair or restoration of buildings or improvements on said property. The buildings and improvements shall be so repaired or restored as the Lender may require and approve. No payment made prior to the final completion of such repair or restoration work shall exceed ninety percent (90%) of the value of such work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Lender shall be at least sufficient to pay for the cost of completion of such work free and clear of liens.
- 8. Borrower hereby assigns, transfers and sets over unto the Lender the entire proceeds of each award or claim for damages for any of the property taken or damaged under the power of eminent domain or by condemnation, subject to the Lender's rights under the Prior Loan Documents. The Lender may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Borrower to restore or rebuild, in which event the proceeds shall be held by the Lender and used to reimburse Borrower for the cost of the rebuildings or restoring of buildings or improvements on the property, in accordance with plans and specifications to be submitted to and approved by the Lender. If Borrower is authorized by the Lender's election as aforesald to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in Paragraph 7 hereof for the payment of insurance proceeds toward the cost of repairing or restoring. The surplus which may remain out of said award after payment of such cost of repair, rebuilding or restoration, at the option of the Lender, shall be applied on account of the indebtedness secured hereby.
- Borrower shall keep the property in good condition and repair, without waste and free from mechanic's liens or other liens or claims not expressly subordinated to the lien hereof, unless otherwise herein provided for, and shall comply with all requirements of law or municipal ordinance with respect to the property and the use thereof.

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All expenditures and expenses thoursed by Lender pursuant to this Paragraph 10, with interest thereon, shall become additional indebtedness of Bogrower All expenditures and expenses incurred by Lender pursuant to tries Paragraph 10, with interest intereor, and tries independitures and expenses in dependiture to bottown the 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 and Lender to Borrower and Lender to other terms of payment, such amounts shall be payable under the Note filled in the rest, and shall bear interest at the highest rate permissible under unless payment of interest at such rate would be contrary to applicable law. In which event such amounts shall bear interest at the highest rate permissible under unless payment of interest at such rate would be contrary to applicable law. Nothing contained in this Paragraph 10 shall require Lender to incur any expense or take any action hereunder.

applicable law. Nothing contained in this register by shall require Lender to incur any expense or take any action necessors.

11. Borrower commants and egiess that if and to the extent Lender pays installments of principal or interest or any other sums due under the Prior Note, the Prior Mortgage of the other documents or instruments, if any, evidencing or sequing the Prior Loan, Lender start be subrogated to the rights, tiens, security interest, powers and privileges granted to the holder of the Prior Note and the Prior Mortgage, and the Prior Mortgage shall remain in existence to secure Borrower's collegation to repair attracts installments of other sums paid by Lender.

Soligation to repair attracts installments of other sums paid by Lender.

Local Collegation to repair attracts in the property, such action shall constitute an event of default under this Mortgage and the Lender shall have the encumber, mortgage or lease all or a portion of the property, such action shall constitute an event of default under this Mortgage and the Lender shall have the encumber, mortgage or lease all or a portion of the property, such action shall constitute an event of default under this Mortgage and the Lender shall have the encumber, mortgage or lease all or a portion of the property, such action shall constitute an event of default under this Mortgage and the Lender shall have the encumber.

13. To the extent permitted by law, if bankruptcy or any other proceeding for relief under any bankruptcy or similar law for the relief of debtors, is insituated by or against Borrower, the Lender, at its option, may declare this Mortgage in default upon notice to Borrower, whereupon the antire indebtedness
secured hereby shall become immediately due and payable.

14. If addition to all other rights discharge opital and said default shall continue for ten (10) days, then Lender, at its option, and without the necessity performance of any other of Bottower's obligations percented and said default shall continue for ten (10) days, then Lender, at its option, and without the necessity performance of any other of Bottower's obligations percented and said default shall continue for ten (10) days, then Lender, at its option, and without the necessity of any other of Bottower's obligations percented and said default of the same being necessity will be preceded in a specific or the accordance with the terms hereof as a condition precedent to the exercise of such medials by day and dayspile; The accordance of overdue payments is hereby waived. The accordance of any sum less than a full Installment and waiver of a default in the payment of such full installment.

waiver of a default in the payment of such full installment.

15. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the dect. For sale all expenditures and any expenses which may be pair of incurred by or on behalf of Lender for attorneys lefes, appraiser's fees, outlays for documentary and expenditures and any expenses which may be pair of incurred by or on behalf of Lender for attorneys lefes, and expenses of the decree) of procuring all such astrocated to the charges, publication or an air docate (which may be estimated as to items to be expended after entry of the decree) of procuring all such astrocated in the interest may deem reasonable to searches and examinations, (the insurance policies, Torrens certificates, and emplay behalf pursuant to prose one such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to brite be necessary either to prose one such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title paragraph mentioned shall be called the conditional indebtedness accured hereby and impaired by little as plantiff, claimant or defendant, by reason of this mortgage indicately due and payable, with iterest thereon at the highest rate now permitted by little as plantiff, claimant or defendant, by reason of this mortgage of any indebtedness hereby securer, or (b) preparations for the commencement of any suit for the foreclosure hereof after accurated any indebtedness hereby securer.

16. The proceases of a foreclosure accord the defense of any actual or threatened suit or proceeding which might affect the property or the accuracy.

iy hereof.

18. The proceeds of a foreclosure size of the property shall be distributed and applied in the following order of priority: First, on account of all coats and expenses incident to the foreclosure proc. ed nas, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in cutedness additional to treat evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any remaining sums to Borrower, its heirs or legal representatives, as its rights may appear.

interest remaining unpaid on the note; fourth, any emaining sums to Borrower, its heirs or legal representatives, as its righte may appear.

17. Upon or at any time after the filling of the company to the country in which such complaint is filled may appoint a receiver of said. Without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the solvency or insolvency of Borrower at the time of application and receiver and without regard to the time value of the protection of the time value of the protection and the time and profiles of said property during the pendency of such foreolosus suit and profiles of said property during the pendency of such foreolosus suit and profiles of said property during the pendency of such foreolosus suit and in sees, of a said said foreignes, during the structurer occurrence of the intervention of such receiver, would be an in-old to collect such rents, issues and profits, and all other powers which may be necessary or are rower, except for the intervention of such receiver, would be an in-old to collect such rents, issues and profits, and all other powers which may be necessary or are rower, except for the intervention of such receiver, would be an in-old to collect such rents, issues and profits, and all other powers which may be necessary or are such as the protection, control, management an, operation of the property during the whole of said period. The Court from time to time may be such as first, specific apply the net fincome in his hands in paym in whole or in part of: (1) The indibitedness secured hereby, or by any decree foreclosing this without a said said take, it as said and the provision is made with the court of such decree, provided such application is made with the court of the cour

now of the entire for the enterparent of the sten or of any provision here. Their be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notice hereby secured.

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20. Borrower represents and agrees that the obligation secured hereby on situates a loan secured by a tien on a residential real estate which comes within the purities of III. Rev. Stat., 1963, ch. 17 Subsection 604(1)(1), as amended. At agreements herein and in the Note secured hereby are expressly similed so that in no contingency or event whatsoever, shall the amount paid or agreed to the holder of said hole for the use of the money to be advanced that in no contingency or event whatsoever, shall the amount paid or agreed to the holder of said hole for the use of the money to be advanced that in no contingency or event whatsoever, shall the amount paid or agreed to the holder of said highest tawful rate permissible under applicable using tews. If, from any circumstances whatsoever, shall even may deem agreed to the interest in the limit of validity, prescribed by taw which a court may deem agreed to the interest and the participant of the obligation to be fulfilled shall be reduced to the limit of such validity, and if the may circumstance the Londer shall ever receive as interest an interest shall ever the obligation to be fulfilled shall be reduced to the induction of the unpaid principal and the said that the payment of interest.

balance due under said not to the payment of interest.

Its notige to Sorrower and Lender intend and bettere that each provision in this Mortgage and it is Note secured hereby comports with all applicable law; and tits notige to the interest of sorrower and Lender interest of judicial decisions. However, if any portion of this Mortgage or said Note is found by a court to be in violation of any applicable law, administrative or judicial decisions. However, if any portion of this Mortgage or said Note to be in violation of any applicable law, administrative or judicial decisions. However, if any portion of this Mortgage or said Note to be in violated or unenforceable, that the remainder of this Mortgage and said Note shall continue in full force and effect.

22. No waiver of any provision of this Mortgage shall be implied by any fetture of Lender to enforce any provision of the violation of such provision are such writing and shall be shall be valid this set in writing and shall not affect any provision only for the time and in the manner up of clifically stated in the waiver.

Veg 123. Upon payment of all sums secured by this Mongage, Lender shall release this Mongage and then thereof by prop y instrument without charge to Bollower, shall day all posits of recordation, if any.

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ed out 25.1. This Morigings shall be interpreted in accordance with the time of the State of illinois.

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county and state, do hereby certify that Walter A Wakaryk and Janet S Makaryk. subscribed to the loregoing instrument, appeared before me this day in person, and personally known to make be the same person & whose names. ATA apknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and walver of the right of homestead.

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November no marken under thy hand and official seal, this _ day of __

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