2 D. V. Deerfield, IL 60015

19 THIS MORTGAGE is made this between the Mortgagons, Sally J Conway, divorced and not since remarried

erein "Borrower"), and the Mortgagee, TRAVENOL EMPLOYEES CREDIT UNION, whose address is 1425 Lake Cook Road, Deerfield, tilinois 60015 (herein

Lencer). WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty six thousand seven hundred sixty five Dollars

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other suris, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants, and agreements of Borrows herein contained, Borrower does hereby mortgage, grant and convey to Lender, and the Lender's successors, the following described property located in County, State of Illinois:

an undivided one half (3) interest in and to

Lot 2 of Cargill's Subdivision of lots 48 and 49 in William Zelosky's Milwaukee Avenue Addition to Wheeling in Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent parcel number: 03-02-402-017.

DEPT-01 RECORDING

T計1111 TRAN 1137 03/09/87 12:27:00 12439 # A \*-87-127917

COOK COUNTY RECORDER

which has the address of 296 N. 2nd Street, Wheeling, II, which with the property hereinafter described is referred to herein as the "property". IL 60090

TOGETHER with all of the improvements now or hereaft? I erectled 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 red by this Mortgage

TO HAVE AND TO HOLD the property unto the Lender, and the Conder'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 Homer teal.) Friemption Lans of the State of Illinois, which said rights and benefits the Borrower does herein expressly release and waive. Borrower hereby warrants that of rultime of the ensealing and delivery of these presents Borrower is well seized of said real estate and premises in fee simple, and with fulf legal and equitable fulf-to the mortgaged property, with good right, full power and lawful authority to self, assign, convey, mortgage and warrant the same, and that it is free and clear of enumbrances, except as provided in paragraph T, and that Borrower will forever warrant and defend the same against all lawful claims.

This Mortgage is junior and subordinate to a first mortgage on the property committee Borrower to Oak Park Federal March 27, 1972 (Prior Mortgage). The Prior Mortgage secures a cat/ (Prior Note) dated March 27, 1972

Thirty two thousand Dollars & 32,000,00 , made by the Borrower and payable . in the original principal amount of Thirty two thousand Dollars is 32,000 00 hade 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 (digations under the Prior Note, the Prior Mortgage and all other documents and instruments (PRIOR LOAN DOCUMENTS,) if any, related to the foan (Prior Loan , endenced 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 ceffull under the Prior Mortgage or Prior Note shall constitute a status the prior that the default hereunder.

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

- Borrower shall pay promptly when due the principal of and interest on the indeptedness evidence 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 hereor.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for ", will pur pose of taxation any lien lieroon, or sm-posing upon the Lender the payment of the whole or any part of the faxes or assessments or charges or liers herein it quir if 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 pro wirty, 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's upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefor, provided however, that if in the option of coursel for the Lender (a) illingiate 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 any in such event, the Lender may elect, by notice in writing given to the Borrower. To declare all of the indebtodness secures hereby 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 harring jurisdiction in the premises, a tax is due or becoming due in respect of the issuance of the note hereby secured, the Borrower covenants and agrees to say each such tax in the manner required by any such law. The Borrower further covenants to hold harmless and agree to indemnity the Lander, and the Lender's 5 %25550rs or assigns, against all liability incurred by 1957, of the imposition of a tax on the issuance of the note secured hereby.
- Before any penalty attaches borrower shall pay all taxes, assessments and other charges, times and impositions attributable to the property which
  may attain a priority over this Mortgage.
- 6. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term 6. Borrower shall keep the improvements now existing or hereafter effected on the property insured against loss by fire, hazards included within the term restrended coverage", and such other hazards as Lender may require for the full insurable value without computer providing for payment by the insurance companies of thories sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness assured 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 than ten (10) 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 definering a duplicate original of each such policy or a destricate therefor to the Lender.
- 7. In case of loss, the Lender is hereby authorized at its sole option, either ii) to settle and adjust any claim under such instance 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 foss, subject to Lender's rights under the PRIOR LOAN DOCUMENTS. In either case, Lender shall have the right to obtain any claim under the proceeds shall be applied either from time to time and at the sole option of the Lender, in payment or reduction of the indectedness 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 restorated 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°s) of the value of such work performed, from time to time, and at air times the undisturbed balance of said proceeds remaining in the hands of the Lender shall be at feast sufficient to pay for the cost of completion of such work free and clear of tiens.
- 8. Borrower hereby assigns, transfers and bets over unto the Lender the entire proceeds of each award or claim for annages for any of the property taken or damaged under the power of embent domain or by condemnation, subject to the Lender the proceeds of the Award upon or in reduction of the indebtedness secured nereby, whether due or not, or to require Borrower to restore or reduction, in which event the proceeds shall be neld by the Lender and used to reimburse Borrower to the cost of the rebuilding or restoring of buildings or improvements on the property, in accordance with plans and specifications to be submitted to and approved by the Lender in the property the Lender and submitted to and approved by the Lender it Borrower is a province by the Lender affection as affected as affected by the Lender affection as affected by the Lender in the property. The submitted to any approved by the Lender it Borrower is a province by the Lender affection as affected as affected as affected to 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.

  \*\*Review or shall be applied on account of the indebtedness secured hereby.
- 9. Borrower shall keep the property in good condition and repair, without waste and free from mechanic's flens or other flens or claims not expressly subordinated to the lien nereof, 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.

10. If Borrower fails to perform the property in the grains in a performance of the property in the property to make repairs.

All expenditures and expenses incurred by Lender pursuant to this Paragraph 10, with interest thereon, shall become additional irrebriedness 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, and shall bear interest from the date of disbursement at the rate payable from time on outstanding principal under the Note 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 applicable law. Nothing contained in this Paragraph 10 shall require Lender to incur any expense or take any action hereunder.

- 11. Borrower covenants and agrees 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 or the other documents or instruments, if any, endencing or securing the Prior Loan, Lender shall be subrogated to the rights, liens, 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 obligation to repay all such installments or other sums paid by Lendor.
- 12. As long as any indebtedness secured hereby remains unpaid, in the event that Porrower without the prior written consent of the Lender, Shall transfer, 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 right, at its election, to declare immediately due and payable the entire indebtedness secured hereby.
- 13. To the extent permitted by law, if bankruptcy or any other proceeding for refief under any bankruptcy or similar law for the relief of debtors, is instituted by or against Borrower, the Lender, at its option, may declare this Mortgage in default upon notice to Borrower, whereupon the entire indebtedness secured hereby shall become immediately due and payable.
- 14. In addition to all other rights of Lender contained herein, in the event Borrower (i) fails to make any payment when due hereunder, or (ii) defaults in the performance of any other of Borrower's obligations hereunder and said default shall continue for ten (10) days, then Lender, at its option, and without the necessity of giving notice or demand, the saine being hereby expressly waived, may declare any portion or the entire principal balance, together with all other charges, immediately due and payable. The necessity of demand that payment be made in accordance with the terms hereof as a condition precedent to the exercise of such option subsequent to the acceptance of overdue payments is hereby waived. The acceptance of any sum less than a full installment shall not be construed as a 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 lierof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and any expenses which may be pair or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication or its and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination. If title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may beem reasonable to be necessary either to prose the such suit of to avidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All approximations are expenses of the nature in this paragraph mentioned shall become additional indebtedness secured nereby and immediately due and payable; all interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Lender in connection with (a) any proceeding, including probate and the first thereon at the highest rate now permitted by Illinois law, when paid or incurred by Lender in connection with (a) any proceeding, including probate and the first thereon at the highest rate now permitted by Illinois law, when paid or incurred by Lender in connection with (a) any proceeding, including probate and the first accrual of such right to foreclose whether or not actually commenced; (iii) preparations for the defense of any actual or threatened suit or proceeding which might affect the property or the accurate of the pro
- 16. The proceeds of a foreclosit else is of the property shall be distributed and applied in the following order of priority; First, on account of all costs and expenses incident to the foreclosure procledings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in else including all such items as are mentioned in the note, with interest itemson as herein provided; third, all principal and interest remaining unpaid on the note; found, any remaining sums to Borrower, its heirs or fegal representatives, as its rights may appear.
- 17. Upon or at any time after the filling of ico notation to foreclose this Mortgage the court in which such complaint is filled may appoint a receiver of said property. Such appointment may be either before with a sale, without notice, without regard to the solvency of insolvency of Borrower at the time of application for such receiver and without regard to the then value of the theory or whether the same shall be then occupied as a homestead or not, and the Lender may be appointed as such receiver. Such receiver shall have power trook to the rents, issues and profits of said property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would by in the collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, control, management and operation of the property during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in pay, in whole or in pan of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, and each tax, special assessment or other filen which my by in become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and dear ones.
- 18. We action for the enforcement of the tien or of any provision hereof chall 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.
  - 19. The Borrower at the request of the Lender shall provide copies of paid tax bills.

Deertield, IL 60015

- 20. Borrower represents and agrees that the obligation secured hereby constitutes a loan secured by a tien on a residential real estate which comes within the purview of III. Rev. Stat., 1983, ch. 17 Subsection 604(1)(1), as amended. All agreements herein and in the Note secured hereby are expressly limited so that in no contingency or event whatsoever, shall the amount paid or agreed to tie plurit to the holder of said Note for the use of the money to be advanced between the highest lawful rate permissible under applicable usury laws. If, nor is promotion expected the highest lawful rate permissible under applicable usury laws. If, nor is promotion shall be usually law which a court may deem applicable hereto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Lender shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under said Note and not to the payment of interest.
- 21. Borrower and Lender intend and believe that each provision in this Mortgage and the Note secured hereby comports with all applicable laws and isolicidal decisions. However, if any portion of this Mortgage or said Note is found by a court to be in rotation of any applicable law, administrative or judicial decision, or public policy, and if such court should declare such portion of this Mortgage or said Note to be un rotation of any applicable law, administrative or judicial decision. On the policy, and if such court should declare such portion of this Mortgage or said Note to be un rotation of the unenforceable as written, then it is the intent both DB Borrower and Lender that such portion shall be given force to the fullest possible extent that it is valid a risenforceable, that the remainder of this Mortgage and and Note shall be construed as if such invalid or unenforceable portion, was not confisined therein, and thus the nights and obligations of Borrower and Lender 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 impossed to the shall be construed.
- 22. No waiver of any provision of this Mortgage shall be implied by any failure of Lender to enforce any rimedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by Lender shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specified in such written waiver and that provision only for the time and in the manner specified in such written waiver.
- 23. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage and lien thereof by proper instrument without charge to Borrower shall pay all costs of recordation, if any.

25. This Mortgage shall be interexels	AT IN SECONDANCE WITH THE	LINAS OF THE STREET	or munors. — — — — — — — — — — — — — — — — — — —		1 A	
IN WITNESS WHEREOF, Borrower has executed this Mortgage.			, j	ally & Enway		
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INTY OF COOK; SS						
E.W. Swanson			· ·		a Notary Public in and for said	
nty and state, do hereby certify that Sal.	ly J Conway, d:	ivorced and	not since	e remarried		
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