THIS MORTGAGE is made this

Detween the Mongagons. Kenneth G Leitza and Karin S Leitza,

(herein "Borrower"), and the Mortgagee, TRAVENOL EMPLOYEES CREDIT UNION, whoise appress is 1425 Lake Cook Apad, Deerheld, Illinois 60015 (herein Lender 1

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Elyntsand Dollars, which indebtedness is evidenced by Borrower's note of even date frequency Note", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Natch 9, 1990 or monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Natch 9, 1990 or monthly installments of principal and interest, with the balance of

TO SECURE to Lender the repayment or the indeptedness evidences by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance nerewith to protect the security of this Mottgage, and the performance of the coverants and agreements of Borrower herein sontained. Borrower does hereby mortgage, grant and convey to Lender, and the Lender's successors, the following described property located in County, State of Illinois:

Lot 18 (except the East 17 feet thereof) in Block 7 in Suffield Terrace being a Subdivision of Lot 10 in School Trustee's Subdivision of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent parcel number: 10-16-313-044 \ E P

DEFT-01 RECORDING

511.90

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9449 # A 米一87-127918

COSK COUNTY RECORDER

default hereunder.

9055 Lockwood Are. Skokie, which has the address of which with the property hereinafter described is referrer to herein as the "property".

TOGETHER with all of the improvements now or herez lier vected on the property, and all easements, rights apportenances, 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, at ditre 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 hum estraid Exemption Laws of the State of Illinois, which said rights and benefits the Borrower does herein expressly refease and waive. Borrower hereby warrants that at the time of the ensealing and delivery of these presents Borrower is well seized of said real estate and premises in tee simple, and with full legal and equitable. The 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 of part of endumbrances, except as provided in paragraph 1, and that Borrower will forever warrant and detend the same against all lawful claims

This Mortgage is junior and subordinate to a first mortgage on the property from the Borrower to Oak Park Federal Savings & Loan (Prior Mortgage). The Prior Mortgage secures a lore (Prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated July 12, 1967, in the original print should be a significant of the prior Note) dated by dated July 12, 1967 cipal amount of <u>Fighteen thousand eight hundred in 15, 100</u>), made by the Bortower and payable to the holder of the Prior Note and the Prior Mortgage, Bortower bereby covenants and agrees to perform all finite by socigations under the Prior Note, the Prior Mortgage and all other documents and instruments (PPIOR LOAN DOCUMENTS,") if any, related to the loan (PPIOR LOAN DOCUMENTS,") is also any loan documents.

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 Lender may, at it is 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 solice 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.

- Borrower shall pay promptly when due the principal of and interest on the indebtedness evidenced by the Note, tate charges as provided in the Note, and each indebtedness which may be secured by a lien or charge on the premises superior to the tren heroof.
- 3. In the event of the enactment after this date of any law of fillings deducting from the value of fland for the propose of faxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or tens herein equival to be paid by Bortower, 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 protein, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the horder thereof, then and in each such event, the Bortower's upon demand by the Lender; shall pay such taxes or assessments, or reimburse the Lender therefor, provided, however, that if in the opinion of counsel for the Lender therefor are playment 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 efect, by notice in writing given to the Bortower, to declare all of the indebtedness secured his interest.
- 4. If, by the laws of the United States of America or of any statulharing furiadiction in the premises, a tax is due or be on a due 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 suin 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 leasen 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, fines 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 erected on the property insured against loss by fire, hazards included within the term fextended coverage", and such other hazards as Lender may require for the full insurable value without co-insurance prompting for payment by the insurance companies of monies sufficient either 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 endenced by the standard increage 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 expre, shall deliver renewal policies not loss than ten (10) days onto the dates of expiration. Each policy of insurance shall include a provision to the effect that if 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 he 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 provements 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%) 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 feast sufficient to pay for the cost of completion of such work free and clear of liens.
- Borrower hereby assigns, transfers and sots over unto the cender 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 for rebuild, in which event the proceeds shall be held by the Lender and used to reimburse Borrower for the cost of the rebuilding or restoring of buildings or improvements on the property, the accordance with plans and specifications to be submitted to and sponsed by the Lender. If Borrower is authorized by the Lender's election as aloresaid to rebuilding or restoring or restoring. The surplus which may remain the cast of repairing or restoring. The surplus which may remain the cost of repairing or restoring. The surplus which may remain the cost of repairing or restoring. The surplus which may remain the cost of repairing or restoring or restoring, at the option of the Lender, shall be applied on account of the indebtedness secured nereby.
- 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 lifen hereof, unless otherwise herein provided for, and shall comply with all requirements of taw or municipal ordinance with respect to the property and the use thereof.

10. It Borrower (ails to perform in Core lants are agreements contained in this Mortgage, or if any contain proceedings is commenced which related affects Lender's interesting the property. It cluding extremely determined on the contained of th

All expenditures and expenses incurred by Lender pursuant to this Paragraph 10, with interest thereon, shall become additional indebtedness of Sorrower 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 to 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 uncer the Prior Note, the Prior Mortgage or the other documents or instruments, if any, eridencing 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 Lender.
- 12. As long as any indebtedness secured hereby remains unpaid, in the event that Borrower 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.
- 1 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 beblors, is instituted by or against Borrower, the Lender, at its option, may declare this Mortpage 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 same being hereby expressly waired, 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 waiter 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. 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 prid or incurred by or on behalf of Lender for attorneys' fees, appraiser's less, outlays for documentary and expert endence, stenographers' charges, publication rus's and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, full searches and examinations, 'itle insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonable to be necessary either to pror score such surface to decree the frue condition of the title to or the recessary either to pror score such surface to the nature in this paragraph mentioned shall become additional indebtedness secured hereby and immediately due and payable, with 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 hank uptcy proceedings, to which the Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness horeby such and hank uptcy proceedings, to which the Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness horeby such and hank uptcy proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced (o. if) preparations for the defense of any actual or threstened suit or proceeding which might after the property or the security hereof.
 - 16. The proceeds of a foreclosure rain 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 proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured in webtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any umaining sums. To Borrower, its heirs or legal representatives, as its rights may appear.
 - 17. Upon or at any time after the filling of a crip inaint 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 or a rer sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the then value of the property 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 to collect the ranks, issues and profits of said property during the pendency of such foreclosure suit and, in case of a sale and a defliciency, during the full statuting resident 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 be er titled to 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 incention 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 payment in whole or in part or; (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, and each tax, special assessment or other lien which may be no become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the defliciency in case of a sale and deficiency.
 - 18. No action for the enforcement of the tien or of any provision herr of si all be subject to any detense 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 or plate tax bills.
 - 20. Borrower represents and agrees that the obligation secured hereb, our stitutes a loan secured by a lien on a residential real estate which comes within the purview of III. Rev. Stat., 1983, ch. 17 Subsection 604(1)(1), as amended. All arcements 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 be part to the holder of said Note for the use of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable variety laws. If, from a residential management of any provision hereof or of said Note at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by taw which a court may deem applicable hereto, the obligation to be fullitled 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 th. Note secured hereby comports with all applicable laws and judicial decisions. However, if any portion of this Mortgage or said Note is found by a court to be in \infat'on 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 in \infat up or unenforceable as written, then it is the intent both of Borrower and Lender that such portion shall be given force to the fullest possible extent that it is valid, in \infat inforceable, that the remainder of this Mortgage and said Note shall be construed as if such invalid or unenforceable portion, was not contained therein, and the 'tim rights and obligations of Borrower and Lender under 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 faiture of Lender to enforce any remery on account of the violation of such provision, even if such violation be confinued 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.
 - 23. Upon payment of att sums secured by this Mortgage. Lender shall release this Mortgage and flen thereof by ploper instrument without charge to Bortower. Borrower shall pay all costs of recordation, if any.
 - 24. The singular number shall mean the plural and vice verse and the masculine shall mean the feminine and neuter arrived, verse, "including" shall mean luding, but not limited to".

25. This Mortgage shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

STATE OF ILLINOIS COUNTY OF COOK E.W. Swanson a Notary Public in and for said county and state, do hereby certify that Kenneth G Leitza and Karin S Teitza, his wife in joint tenancy personally known to me to be the same person. S whose name S are subscribed to the foregoing instrument, appeared before me this day in person, and they their _ signed and delivered the said instrument as . __ free and voluntary, act, for the uses and purposes therein set forth, including the release and waiver of the right of Given under my hand and official seaf, this dd Engles Mai. 25, 1938 Public MAIL THIS INSTRUMENT TO: 1425 Lake Cook Deerlield, IL