19 88

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

Thirty-three thousand five hundred thirty-two bollers, WHEREAS, Borrower is indebted to Lender in the principal sum of 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 August 29, 1991;

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 hereby to protect the security of this Mortgage, and the performance of the covenants, and agreements of Borrower terein contained, Borrower does hereby mortgage, grant and convey to Lender, and the Lender's successors, the following described property located in LOOK. County, State of Illinois:

Unit Number 12-A, in 222 East Chestnut Condominium, as delineated on the survey of the following described property: Lot 33 and the West 15 feet 6 inches of Lot 34 in Lake Shore Drive Addition to Chicago, a Subdivision of part of Blocks 14 and 20 in Canal Trustee's Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to Declaration of Condominium recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 24933769, together with its undivided percentage interest in the common elements.

Also:

RECORD DATA 34018133

Rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration as amended and the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.

17-03-221-011-1001 PIN:

222 E. Chesinut, Chicago, Illinois 60611 which has the address of

-88-463666

which with the property horeinalter described is referred to herein as the "property".

TOGETHER with all of the improvements now or here lifer repted on the property, and all essements, rights appurtenances, rents, profits, and all fixtures now or herester 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 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 Hor realize. Examption Laws of the State of littrois, which said rights and benefits the Borrower does herein expressly release and waive. Borrower hereby warrants time if the time calling and delivery of these presents Borrower is well saized of said realists and premises in fee simple, and with full fegal and equitable fills to the mortgaged property, with good right, full power and leaving lawful authority to sell, assign, convey, mortgage and warrant the same, and that it is free and older of on tumbrances, except as provided in paragraph 1, and that Borrower will forever warrant and defend the same against all lawful claims.

WORLD SAVINGS + LOAN ASSOC This Mortgage is junior and subordinate to a first mortgage on the proprinty from the Borrower to 9-6-88 4-6-88 dated 9-6-8 ("Prior Mortgage"). The Prior Mortgage ageures - rule ("Prior Note") dated 9-6-8 , in the original principal amount of Two Hymoths Stry Two Thousand F boil are is 2/2,500 ), 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 "a "Sligations under the Prior Note, the Prior Mortgage and all other documents and instruments ("PRIOR LOAN DOCUMENTS,") if any, related to the loan ("Prior Loar") 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 retruit under the Prior Mortgage or Prior Note shall constitute a datasit hereunder. default herounder

In the event the holder of the Prior Note and the Prior Mortgage exercises its rights under the \*rior lote, 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 a splin is 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 evidenced by 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 the purpose of taxation any lies thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens herein require the pain strip, or the manner of collection of taxes, so as to affect this mortgage or the dobt secured hereby or line holder thereof, then and in each such event, the Borrower, von temand 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 Le ider (i) it might be unleaved to require Borrower to make such payment or (b) the making of such payment might insult in the imposition of interest beyond the maxim: r...mount 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 secured to retrieve to be and become due and payable sixty (60) days from the giving of such notice.
- 4. It, by the laws of the United States of America or of any state having jurisdiction in the premises, a tax is due or becomes 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 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 reurol of 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 altain a priority over this Mortgage.
- 6. Borrower shall keep the improvements now existing or hereafter eracted on the property insured against loss by fire, hazards included within the tapp (incl. "extended coverage", and such other hazards agricular may require for the full insurable value without co-insurance providing for payment by the insurance companies of monies sufficiently bither to pay the past of replacing or repairing the same or to pay in full the indebtedness secured hereby, under insurance policies payabols, in page of libes or payings, to Lander, such rights to be exidenced by the standard mortgage clause to be attached to each policy, and shall deliver applicies, including additional kind renewal policies, to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten (to) 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 Lander is hereby authorized, at its sole option, either (i) to settle and edjust 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 lose, 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 uption of the Lender in payment or reducition of the Indebtedness secured hereby, whether due or not, or beheld 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.
  - B. Borrower hereby assigns, transfers and sets over unto the Lender the entire proceeds of each tward 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 even the proceeds shall be held by the Lender and used to relimburas Borrower for 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. It Borrower is authorized by the Lender's election as aforesaid to rebuild or restoring or restoring. The surplus which may remain out of said award after payment of such deep or restoring, rebuilding or restoring, at the option of the Lender, shall be applied on account of the Indebtedness accord hereby.

    9. Borrower shall been the accordance of the indebtedness accord hereby.
  - 9. Borrower shall keep the property in good condition and repair, without waste and free from machinic's items or other liens or otherwise herein provided for, and stall comply with all requirements of lew or municipal ordinance with respect to the property and the use thereof.

10. If Sprover (sile to perfor I this cover a least presuments contained in the foreignes, or if any action or proceeding is commenced which materially affects Lender's inferest in the property will be a useful domain, insulvative, to de est seemen, or insulvative and contains a benkrupt or decident, then Lender at Lender's option, upon notice to Borrower, may, but need not, make such appearances, disburse such sums and take such action as inscreasing to protect Lender's interest, including, but not limited to, disbursement of reasonable afformer's fees and entry upon the property to make repairs. any action or pisceeding is commenced which materially mageriants or proceedings involving a bankrupt or dece-

All expenditures and expenses incurred by Lander pursuant to this Paragraph 10, with Interest thereon, shall become additional indebtedness of Spare secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lander to Borrower questing payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on sustaining principal under the 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 permissibilities applicable law, Nothing contained in this Paragraph 10 shall require Lender to indur any expense or take any action hereunder.

- 1). 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 Morigage or the other documents or instruments, if any, evidencing or securing the Prior Loan, Lender shall be subrogated to the rights, lians, security it terest, 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 obligation to repay all such installments or other sums paid by Lander.
- 12. As Ipng as any indebtadriess secured hyreby remains unpeid, in the event that Borrower without the prior written consent of the Lender, shall present of the constitute an event of default under this Mortgage and he Lender, shall repetly, such action shall constitute an event of default under this Mortgage and he Lender, shall 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 relief under any bankruptcy or similar law for the relief of debides, is instituted by or against Borrower, the Lender, at its option, may declare this Mortgage in default upon notice to Borrower, whereupon the antise includedness secured hereby shall become immediately due and payable.
- 14. In addition to all other rights of Lender contained herein, in the event Borrower (i) falls 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, they Lender, at its option, and without the hereesity of giving notice or demand. The acressly or performance of a school or the entire, principal spaces, cogether with all other changes, immediately due and payable. The nocessity 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 playments is hereby waived. The acceptance of any sum less than a full installment shall not be constructed as a waiver of a default in the payment of such full installment,
- 15. When the indebtedness hereby accured shall become due whether by acceleration or otherwise. Lender shall have the right to tereologe 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 pair or incurred by or on behalf of Lender for attorneys' less, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication cor as to 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 examinations, titl's insurance policies. Torrens certificates, and similar date and assurances with respect to title as Lender may deep respect to title as Lender may decrease this tree sendial on of the title so or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become additional indebtedness assumed the proceeding, including probate and bar and it is proceedings, to which the Lender is half be a parity, either as plaintrif, chairpart or defender to defende whether or not actually commenced; or (b) preparations for the commencement of any suit for the elected suit or proceeding which height affect the property or the security to hereof. ty hereof.
- 16. The proceeds of a foreclosure sa's of the property shall be distributed and applied in the following dritter of priority. First, orientowant of all other sand expenses incident to the foreclosure proceding a including all such items as are mentioned in the preceding personals hereof; second, all other thems which under the terms hereof constitute secured independent of that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unplied on the note; (purth, any remaining sums to Borrower, its heirs on legal representatives, as its rights may appoint a reprive of said property. Buch appointment may be either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the title of application for such receiver and without regard to the her value of the notice; without notice, without notice, without notice, without regard to the solvency or insolvency of Borrower at the title of application for such receiver and without regard to the her value of the notice; without notice, without notice, without not require an absolute receiver and without regard to the her value of the notice; without notice, without notice, without notice as a horsested or not; and the Lander that the pointed as such receiver. Buch receiver shall have power to indeed the notice of said and additionable throughout the next the notice of said period. The Court from time to time may usual in such cases for the protection, control, management and uncertaint of the property during the whole of said period. The Court from time to time may sufficiently the receiver to apply the net income in his hands in paymer; In whole or in part of: (1) This heatherness secured hereby, or by any secree foreclosing first without of the court of a said and deficiency in case of the firm or of said period to the lien hereof or or such decree, provided such application to fore
- 18. No action for the enforcement of the tien or of any provision hereof and 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 of public to bills.

- 20. Borrower represents and agrees that the obligation secured hereby constitutes a loan secured by a lien on a residential real estate which comes within the purriew of III. Rev. Stat., 1983, ch. 17 Subsection 504(1)(1), as amended. All governments herein and in the Note becured hereby are expressly limited so that in no contingency or event whatsoever, shall the amount paid or agreed to be put on the molder of said Note for the use of the money to be advantaged that it is not to be the highest fawfur its beaminable under applicable surely says. If, from an circumstances whetevery, furtiliner of any portation from said Note at the time portormance of such provision shall be due, shall involve transcending and find full with the said of the figure of the said of the figure of the secured to the first of the full state of the figure of the figur
- 21. Borrower and Lender Intend and believe that each provision in this Mortgage and the lotte secured hereby comports with all applicable laws and judicial decisions. However, if any portion of this Mortgage or said Note is found by a count to be in violatile of any applicable law, administrative or judicial decision, or public policy, and if such count should decisie such portion of this Mortgage or said Note to be inval, or unanforceable 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 and a forceable, that the remainder of this Mortgage and said Note shall be construed as it such invalid or unenforceable portion, was not contained therein, and that we remainder of this Mortgage and said Note shall continue in full force and effect.
- No waiver of any provision of this Mortgage shall be implied by any failure of Lender to enforce any re-ned-on-account of the violation of such provi sion, even if such violation to continued or repeated subsequently, and no exprise waiver by Lender shall be valid un't be in writing and shall not affect any provision other than the one specified in such written waiver end that provision only for the time and in the manner specified in such written waiver end that provision only for the time and in the manner specified in such written waiver end that provision only for the time and in the manner specified in such written waiver end that provision only for the time and in the manner specified in such written waiver.
- Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and flen thereof by proper is strument without charge to flow rower. Borrower shall pay all costs of recordation, it any.
- The singular number shall mean the plural and vice verse and the masculine shall mean the feminine and neuter and you emailmetuding! shall mean the feminine and neuter and you emailmetuding! shall mean the feminine and neuter and you emailmetuding! "including, but not limited to"

19125. This Mortgage shall be interprete	ed in accordance with the laws of the	State of Minols.	and the second s
IN WITNESS WHEREOF, Borrower ha	s executed this Mortgage.	S	
e e e	$(x_1, x_2, \dots, x_n) \in \mathcal{C}_{n+1}$		
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Cook) 65		: 70	DOK COUNTY RECORDER
E. W. Swanson			
ly and state, do hereby certify that Sun	nner Barenberg and Sal	ly Barenberg, his wi	fe, in Joint Tenancy
onally known to me to be the same persor	S whose name S APP subsc	ribed to the foregoing instrument, a	ppeared before me this day in person, and
nowledged that they si	gned and delivered the said instrum	ent as their me and vo	luntary act, for the uses and purposes
ein set forth, including the release and w	aiver of the right of homestead.	and the second	The state of the s
Given under my hand and official seal	this 24th day of	August	My Commission expires 3
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