Deborah L. Carlson,

(herein "Borrower"), and the Mortgagee, TRAVENOL EMPLOYEES CREDIT UNION, whose address is 1425 Lake Cook Road, Deerheld, Dinnols 60015 therein 'Lender'')

Nine thousand six hundred ninety-six & 09,120 WHEREAS, Borrower is indebted to Lender in the principal sum of which indebtedness is evidenced by Borrower's note of even date (herein "Note"), prayiding for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on UCCODER 28, 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 herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein confained.

Borrower does hereby mortgage, grant and convey to Lender, and the Lender's successors, the following described property located in COOK County State of Illinois

Unit 1708-4 together with an undivided percent interest in the common elements in Kingsbrooke of Palatine Condominium as delineated and defined in the Declaration recorded as Document Number 25234962, in part of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 02-01-100-015-1340

DEPT-01 \$12 25 T#1111 TRAN (171 10/27/68 12:33:00 #7101 # FA - 88-495780 COOK COUNTY RECORDER

900 M 2340 Hicks Rd., Palatine, Illinois 60074

which has the address of which with the property hereinafter described is referre a to herein as the "property"

TOGETHER with all of the improvements now or here liter crected 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.

EQUITY TITLE COMPANY & COST TO HAVE AND TO HOLD the property unto the Lender, at differ ender's successors and assigns, to ever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Hor institution. Exemption Laws of the State of Brinos, which said rights and benefits the Borrower does herein expressly release and waive. Borrower hereby warrants the fail the time of the ensealing and delivery of these presents Borrower is well seized of said real estate and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and tawful authority to self. assign, convey, mortgage and warrant the same, and that it is free and clear of incumbrances, except as provided in paragraph 1, and that Borrower will forever warrant and defend the same against all fawful claims

Talman Home Mortgage This Mortgage is junior and subordinate to a first mortgage on the pictor to from the Borrower to 10/14/83 10/14/83 \_\_ ("Prior Mortgage"). The Prior Mortgage secures \_ nulle ("Prior Note") dated \_

cipal amount of Forty-seyen thousand four hundress (s. 47.100.00), 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, related 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 distault under the Prior Mortgage or Prior Note shall constitute a

In the event the holder of the Prior Note and the Prior Mortgage exercises its rights under the Frior 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 \_\_or 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 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 hereof
- 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 lien thereon, or imposing upon the Lander the payment of the whole or any part of the taxes or assessments of charges or liens herein ledu and to be paid by Borrower, or changing in posing upon the Lender the payment of the whole of any part of the taxes of assessments of charges of their leaffers reflecting to the taxation of mortgages or debts secured by mortgages or the Lender's interest in the pilp pily, 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, up in demand by the Lender, shell pay such taxes or assessments, or relimburse the Lender therefor, provided, however, that if in the opinion of counsel for the Let der (in thight be unhawful to require Borrower to make such payment or (b) the making of such payment inght 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 secured largest 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 become, the interspect 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 real on 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 "extended coverage", and such other hazards as Lender may require for the full insurable value without co-insurance providing for payment by the insurance comrestended coverage, and such other nazards as center hay require for the full insurance value willouten to either to pay the cost of replacing or repairing the same or to pay in full the indebtedness seculed 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 loss 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 delivering a duplicate original of each such policy or a certificate therefor to the Lender.
- 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 con-In case of loss, the Lender is nereby 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, Londer 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 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 Lunder shall be at least sufficient to pay for the cost of completion of such work free and clear of liens
- 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 nereby, 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 rebuilding or restoring of buildings or improvements on the property, in 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 repairing or restorition, at the option of the payment of the industry remains out to the payment of such cost of repairing or restoration, at the option of the payment of the industry remains out of said award after payment of such cost of repairing or restoration, at the option of the payment of Lender, 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 items 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

Mail

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10 B Borrower fails to perform in A lightly braids a more stronger on the Mortgige or hanged words occasing is commenced which materially affects Liender's interest in the problem of the highest of tooleans, is two of a dode doceaned. In accordance, instruction of a bankfulpt wide section as in the material of the open notice to Burtower, may, but need not, make such appearances, dispurse such sums and take such action as it. dead, then Londer of messessam, hipportal stoursement of reasonable attorney's fees and entry upon the property to make repairs

resitivities ser pursuant to this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower A respenditures and expenses in larged time, et despurables to this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower decision by this Mortgage. Unless Burrower is a surface from Lender to Burrower requires they try to Mortgage. Unless Burrower is governed to the edit and shall be a interest from the pate 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 phoesing principal under the Noteing contained in this Paragraph 10 shall require Lender to indur 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 Morigage or the other decuments or instruments, if any, evidencing or securing the Prior Loan, Lender shall be subrogated to the rights, items, security interest, powers and privileges granted to the holder of the Prior Note and the Prior Morigage, and the Prior Morigage shall remain in existence to secure Sorrower's obligation to repay air such installments or other sums paid by Lender

As long as an, impelitedness secured hereby remains unpaid, in the event that Borrower without the prior written consent of the Lender, shall transfer, encumber, mortgage or lease affor a portion of the property, such action shall constitute an event of default under this Mortgage and the Lender shall have the right, at the election, to declare immediately due and payable the entire indebtedness secured hereby.

13. To the extent parmitted by taw, if bankruptcy or any other proceeding for relief under any pankruptcy or similar law for the relief of doblers, is an stituted by or against Borrowin 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.

In addition to all other rights of Lender contained herein, in the event Borrower (i) fails to make any payment when dive hereunder, or pit 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 Lecessity of giving notice or den and, the same being hereby expressly waived, may declare any portion or the entire principal failance, together with all other charges; immediately due and payable. The nincessity 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 construct 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, Lenger chall have the right to foreclose the ben hereof. In any suit to foreclose the lien nereof, there shall be allowed and included as additional indebtedness in the docted for sale all expenditures and any expenses which may be pilour incurred by or on behalf of Lender for attorneys fees, appraiser's fees, outlays for documentary and expert evidence stenographers' charges, publication to 1s. Indicosts (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title. Its ender may exeminess and examinations title insurance pollores. Forrens certificates, and similar data and assurances with respect to title as Lender may exeminesonable to be necessary either to protecte such but or to evidence 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 expert fitures and expenses of the nature in this paragraph mentioned shall become additional indebtedness secured hereby and innertically 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 rank injects proceedings, to which the Lender shall be a party, either as plaintiff, claimant or defendant, by trason of this mortgage or any indebtedness hereby significant or file defense of any actual or threatened suit or proceeding which might affect the property or the security hereof. ty hereof

16. The proceeds of a foreclosurer air 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 ferms hereof constitute secured in sebteaness additional to that evidenced by the note, with interest thereon as herein provided; third, all prin spal and interest remaining unpaid on the note, fourth, any comaining sums, to Borrower, its heirs or legal representatives, as its rights may appear

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

17. Upon or at any time after the filling of air in paint to foreclose this Mortgage the court in which such compliant is filled may appear a receiver of said property. Such appointment may be either before or after 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 time 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 rents, issues and profits of said property during the pendency of such foreclosure autitance, on a said and additioners, during the full statutory period of edemption, whether there be redomption or not, as well as during any further times when Borrower, except for the intervention of so, threceiver, would be entired 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 operation of the property during the whole of said period. The Court from time to time may authorize the receiver to apply, the net inscribe in hands in paym in in whole or in part of (1) The indebtedness secured hereby, or by any decree to eclosing this Mortgage, and each tax, special assessment or other lain which mile? In or 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 said and definition.)

18. No action for the enforcement of the lien or of any provision here, is fall 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 of parallax bills

20. Between represents and agrees that the obligation secured hereby constitutes a loan secured by a lien on a residential real estate which comes within the purview of the few Stall, 1963, chi 17 Subsection 604(1)(1) as periented Ar agreements herein and in the Note secured hereby are expressive installed that in no contrigency of event whatsoever, shall the amount paid or agreed to be air to the holder of said Note for the use of the money to be assauced hereby are expressive installed and expressive law for the periented applicable usury taws. If, for a lary circumstances whatsoever indiffirment of any provision shall be usury taws. If, for a lary circumstances of indiffirment of any provision shall be due, shall involve transcent on the limit of validity prescribed by law which a court may deem applicable hereto, the abiligation to be faithful of shall be reduced to the limit of such validity and in formany circumstance the Lender shall ever receive as interest an amount which would not end the highest lawful rate for his amount which would be excessive. For each shall be applied to the reduction of the unpaid principle called or any order shall be applied to the reduction of the unpaid principle.

Borrower as 1 Learner intend and behave that each provision in this Mortgage and the Note secured hereby comparts with all applicable laws and jeriscial decersors. However of any portion of this Mertgage or said Note is found by a court to be in virially a of any applicable law, administrative or judicial decession or public power and if such court should declare such portion of this Mortgage or said Note to be in all Journenforceable 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 a full of forceable, that the remainder of this Mongage and said Note shall be construed as if such mivalid or unenforceable portion, was not contained therein, and that it is rights and obligations of Borrower and Lenoet under the remainder of this Mortgage and said Note shall continue in full force and effect.

72 No waiver of any previous of this Mortgage shall be implied by any failure of Lender to enforce any in mody on account of the violation of such previous disconviolation be continued or repeated subsequently, and no express waiver by Lender shall be valid unities an writing and shall not effect any provious. sion other than the one specified in such written waiver and that provision only for the time and in the manner spice lically stated in the waiver.

23 Upon payment of all same secured by this Mortgage, Lender shall release this Mortgage and fien thereof by proper instrument without charge to Bosrower. Borrower chall pay all costs of recordation, if any

The singular number shall mean the plural and vice versa and the masculine shall mean the reminine and neuter and year loss. "Including" shall mean ting raping, but had limited to

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

IN WITNESS WHEREOF, Borrowin has executed this Morteage

STATE OF ILLINOISI COUNTY OF COOK! 55	
Edward W. Swanson	a Notary Public in and for said
county and state-do hereby certify that Deborali L. Carlson, single	
personally known to me to be the same person, whose name. IS subscribed to acknowledged that she signed and derivered the said instrument as therein set from including the release and waiver of the right of homestead.  Given under my hand and official seal, this 24th day of Octob.	er 19.88 My commission expires
	Notary Public
MAIL THIS PRISTRUMENT TO:	ROSPIGIAL PROPERTY
Baxter Credit Union	"OFFICIAL SEAL" FDWARD W SWARDON
14ző (13kg Gook Road MAIL TO Dearfield, IL 60015	Noticy Public Order of Function My Committee Expan. 3,49,92
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## **UNOFFICIAL COPY**

ADDENDUM TO REVOLVING LOAN AGREEMENT MORTGAGE DATED 10-25-88 BETWEEN FORD MOTOR CREDIT COMPANY AND

TONY LEE CAMPBELL & BERNADETTE V CAMPBELL

LOT 26 (EXCEPT THE WEST 2 FEET) AND THE WEST 7 FEET OF LOT 27 IN BLOCK 4 IN SWEET COLE AND BUELL'S SUBDIVISION OF LOTS 1 AND 2 OF HUNTER'S S'BDIVISION OF THE NORTHWEST & OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 2052 West 80th Street Chicago, Il Perm Parcel # 20-31-107-059

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Ford Motor Credit Co.
10735 S. Cicero
Oak Lawn, IL 60453