UNOFFICIAL

WAS PREPARED BY.

Ed Swanson

1425 Lake Cook Rd, Deerfield, IL 60015 (ADDRESS)

MORTGAGE

88223662

1488 THIS MORTGAGE is made this 23rd day of May Ralph N. Klein and Ruth C. Klein, his wife as Joint Tenants (herein "Borrower"), and the Mortgague, Travenol Employees Credit Union, a corporation organized and existing under the laws of The State of Illinois.

whose address is 1425 Lake Cook Road, Deerfield, Illinois 60015 (herein "Lender").

WHEREAS, BORROWER has entered into a limited open-end variable rate Agreement with the Londer dated. May 23, 1988 (hereinafter AGREEMENT) under which Borrower may from time to time, one or more times, obtain loan advances not to exceed at any one time an aggregate principal sum of Forty-three thousand & 00/100 DOLLARS (\$ 43,000.00) from Lender on a secured line of credit basis; that said Borrower is indebted to the Lender in the principal sum of Forty-three thousand DOLLARS (\$ 43,000.00) which indebtedness is evidenced by said AGREEMENT providing for monthly payments and for an adjust-June 15, 1993 able rate of interest and is due and payable on with an option by the Londor to extend said Agreement and this Mortgage.

TO SECURE to Leguer (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest thereon, adv. not d in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained and (b) the repayment of any furture advances, with interest thereon, milde to Borrower by Lender pursuant to paragraph 24 hereof (herein "Fulure advance."). Borrower does hereby mertgage, grant and convey to Lender the following described property located in the , State of Illinois:

That part of the West 1/2 of the Northeast 1/4 of Section 18, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of the West Line of the Northeast 1/4 of said Section 18 with the center line of Beckwith Road, there along the West line of said Northeast 1/4 924.6 feet, thence East at right angles to the West line of said Northeast 1/4 40 feet to the point of beginning: thence East at right angles to the West line of said Northeast 1/4 277.6 feet to the right of way line of Chicago, Milwaukes, St. Paul and pacific Railroad, thence Northwesterly along said right of Way line 86.4 feet, thence West at right angles to the West line of the Northeast 1/4 of said Section 18, 244.8 feet to a line 40 feet East of and parallel with the West line of said Northeast /4, thence South along said parallel line 80 feet to the point of beginning in Cook County (Dipois the point of beginning, in Cook County, Illinois.

RECORD DATA

Permanent Index Number

LOAN NO.

TITLE NO.

32006646

10-18-203-019

9369 Oak Park

(streat)

Illinois (state and zio codo)

TOGETHER with all the improvements now or hereafter procted on the property, and all waser ants, rights, appurtamences, rents, royalties, immeral. oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or two or to or 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 or this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a feasehold) are herein referred to as the "Property"

BORROWER covariants that Barrower is lawfully seised of the estate hereby conveyed and thus the right o mortgings, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property is unencumbered, and that Borrower will warrant and defend defend generally the title to the Property is pert to any declarations, vasements or restrictions listed in a schedule of exceptions to coverage in any title lisura ice pelicy insuring London's interest in the Property

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment and Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the metaledness evidenced by the Agreement, and late charges as provided in the Agreement, and the pracipal of and interest on my Future Advised secured by this Markjage
- 2. Payment of Taxes, Insurance and Other Charges. Horrower shall pay all taxes, bazard insurance premiums, assessments, and other charges, lines and impositions attributable to the Property which may attribute a priority over this Security Instrument, and leavehold payments or ground rants, if any, by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly luckish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Londer receipts avidencing such payments. Borrower shall promptly discharges any linn which has priority over this Security Instrument; provided, that Borrower shall not be required to diacharge any such lion so long as Borrower - (a) shall agree in writing to the payment of the obligation secured by such florn in a manner receptable to Londer; (b) shall in good faith contest such floriby, of defend against encordement of such lien in, legal proceedings which in the opinion of Lender operate to provent the enforcement of the lien or forteiture of the Property or any part thereof; or (c) Shall secure from the helder of such here an represent in a form astalactory to Londer autoridinating such here to the Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attace a priority over this Gecurity Instrument, Lender shall send Borrower notice stantifying such tien. Borrower shall satisfy such fign or take one or more of the actions sat letth above within len days of payon of netice.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 3 traceof shall be applied by Lendor first in payment of interest payable on the Agreement, then to the unpixed balance of the Agreement.
- 4. Hazard Insurance. Borrower shall knop the improvements now existing or horization proceed on the Property insured against loss by fire. hazards included within the term "extended coverage", and such other hazards as Leader may require and in such amounts and for such periods as Lender may require; provided, that Lunder shall not require that the amount of such coverage excaed that amount of coverage required to pay the sums secured by this Mortange

DISTRIBUTION: WHITE COPY - ORIGINAL CANARY COPY - BORROWER'S COPY - PINK COPY - FILE COPY

LINOFFICIAL COPY

23. Terms of Agreement. The open-end va	riable rate agreement which this mortgage secures c	ontains provision allowing for changes in the in-
terest rate every month. The Borrower and Lender fu	rther covenant and agree as follows:	
(A) INTITIAL BATE	0.00	-0455

(B) CHANGE DATES

Commencing on the date of this AGREEMENT, the interest rate may be adjusted by T.E.C.U. on the first day of each month. These dates shall be known as "Change Dates".

(C) INDEX

Changes in the Interest rate shall be based upon changes in the "Index". The Index shall be the highest domestic Prime Rate as reported in the Money Rate Section of the Midwest Edition to The Wall Street Journal on the last business day of the month immediately preceding the beginning of each billing period. If the Wall Street Journal stops reporting the prime Rate, or if the Prime Rate is not available on the said last business day, then T.E.C.U. will choose a comparable index as a substitute for the prime Rate and will notify the Borrower of such change.

This AGREEMENT has an "Initial Index" figure of 8.50 %

(D) CALCULATION OF CHANGES

Prior to each Change Date, T.E.C.U. shall determine any change in the interest rate, and shall calculate the new interest rate by adding one-half (1/2) of one percent (1%) to the Current Index. T.E.C.U. will round the result of this addition to the nearest one-eight of one percentage point (0.125%). This rounded amount will Lein y new interest rate until the next Change Date. If the new interest rate increases or decreases, my monthly payment may also increase or decrease.

(E) EFFECTIVE DA 'E CHANGES

My new interest rate will "ecrime effective on each Change Date and I will pay the amount of my new monthly payment beginning on the Change Date until the amount of my mont', vi) ayment changes again.

(F) DISCLOSURES

T.E.C.U. will send statements at least quarterly reflecting changes in the interest rate and payments during the quarterly period. The disclosure shall reflect the change of the interest rate, if any and the amount of the new payment, and other transactions in the account during the period. Such statement shall be presumed correct unless Borrower or title 3.T. S. C.U. in writing of any error within sixty (60) days after the closing date of the billing period.

- 24. FUTURE ADVANCES, UPON REQUEST OF CORROWER, LENDER AT LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAGE, MAY MAKE FUTURE ADVANCES TO BORROWER SUCI. FUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS MOR-TGAGE WHEN EVIDENCED BY AGREEMENTS STATING I HAT SAID AGREEMENT IS SECURED HEREBY.
- 25. PRIORITY. THIS MORTGAGE IS GIVEN TO SECURF AN OPEN-END VARIABLE RATE AGREEMENT (A REVOLVING LOAN) AND SHALL SECURE NOT ONLY THE EXISTING INDEBTEDNESS UNDER SAID AGREEMENT BUT ALSO SUCH FUTURE ADVANCES, WHETHER SUCH ADVANCES ARE OBLIGATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENTY (20) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAI E E) TENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THEIR MORTGAGE, ALTHOUGH THERE MAY DE NO ADVANCE MADE AT THE TIME OF THE EXECUTION OF SUCH MOR-TGAGE, AND ALTHOUGH THERE MAY BE NO INDEBTEDNESS OUTS AND 'NO AT THE TIME ANY ADVANCE IS MADE.
 - 26. Walver of Homestead. Borrower hereby waives all right of homestead axamption in the Property

IN WITNESS WHEREOF, Borrower has executed this Mongage.

88223651

State of Illinois, Cook	County SS:	
I, E. W. Swanson	, a Notary Public in and for s	said county and State, do hereby cer, fy that
Ralph N. Klein and Ruth C.	Klein, his wife as Joi	nt Tenants
personally known to me to be the same person	S whose name S are	subscribed to the foregoing instructions, appeared before
me this day in person, and acknowledged that	_they _ signed and delivered the	said instrument as their free and voluntary act, for the
uses and purposes therein set forth.		
Given under my hand and official seal, this	23rd day of	19.88
My commission expires: 3-28-52		The Tues
(Space Below This Line Reserved F	Tou Lander and Recorder)	Notary Public
(Oblice Delow, Tilla rule Mesel And t	Of Edition and Necoliver)	

MAIL TO

Travenol Employees Credit Union 1425 Lake Cook Road Deerfield, IL 60015



-91 RECOURDINGS TRAN 3446 45/25/68 42 -00 COOK COUNTY RECORDER 14768-A

PAGE 4 OF 4

- 14. Uniform Security instrument, Gownling Law; Selected by the second postulation of the day the security instrument coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Agreement are
- 15. Borrower's Copy. Borrower shall be lurnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is old or transferred by Borrower for if a beneficial interest in Borrower is old or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lander's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property. (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant of (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 heroof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remodies permitted by paragrar in 1, heroof. Lender may consent to a safe of transfer it: (1) Borrower causes to be submitted to Lender information required by Lender to evaluation the transferce as if a new loan were being made to the transferce: (2) Lender reasonable determines that Lender's security will not be impaired and that the rick of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest is payable on the sums secured by this Security Instrument at a set acceptable to Lender; (4) changes in the terms of the Agreement and this Security Instrument required by Lender are made, including, for exam, (e. periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce sums in assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Agreement, and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may change a reasonable fee at an ordition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Agreement and this Security Instrument unless Lender releases Borrower in writing.

- 17. Acceleration; Remedies. Except or provided in paragraph 16 hereof, upon Borrower's brench of any coverant or agreement of Borrower in this Mortgage, including the covenante to have been due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as proved in paragraph 13 hereof specifying; (1) the brench; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Brirower, by which such brench must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrowar of the right to reinstate after acceleration and right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's optic a may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and my foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, lear anable atterney's fees, and costs of documentary evidence, abstracts and title report.
- 18. Borrower's Right to Rolinstate. Notwithstanding Lander's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any preceedings begun by Lender to enforce this Mortgage discentinued it any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the agreement, Agreement Securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable exponses incurred by Lender in enforcing the covenants and agreements. If Sorrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to reasonable afternoy's foes; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Mortgage, Lender's interest in the Prope ty and Borrower's obligation to pay the sums secured by this Mortgage shall continued unimpaired. Upon such payment and cure by Borrower, this have and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assessment of Rents; Appointment of Receiver; Lender In Possession. As additional security her under, Berrower hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or their common of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of up period of redemption following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take personation of and manage the Property and to collect the reats of the Property including those past due. All rents collected by Londer or the receiver shall be applied that a payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's foos, premiums on receiver's bonds and reasonable atterney's less, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. Loan Charges. If the loan secured by the Security Instrument is subject to a taw which sets maximum loan charges, and that the it finally in-bettered so that the interest or other four charges collected or to be collected on connection with the lien exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limited; and (2) any sums already collected from Borrower which exceeded permitted finite will be reduced to horower. Londor may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Dorrower. It is refund to duces principal, the reduction will be treated as a partial propayment under the Agreement.
- 21. Release. Upon payment of all sums secured by this Mortgage, Lander shall release this Mortgage without charge to Remover. Borrower shall pay all costs of recordation, if any.
- 22. Logislation. If, after the date beroof, enactment or expiration of applicable flow have the offect either of rendering the provision of the Agreement, or the Security Instrument unenforceable according to their terms or all or any part of the name secured hereby uncollectable, as otherwise provided in the Security Instrument, or of diminishing the value of Lender's security, then Lender, at Lender's oppion, any declare all sums secured by the

Inemyracyperpulp y (Recommended of this or the state of this or the state of this or the state of this or th

223662

UNOFFICIAL COPY

The insurance carrier providing the insurance shall be chosen to Burrower subject to expressing Lender provided, that such approval shall not be unreasonable withheld. All premiums on insurance policies shall be paid by borrower making payment, when due, directly to the insurance carrier

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in tavor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lénder and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage should be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to paragraph 1 hereof or change the amount of such installments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mongage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and sinch not commit waste or permit the provision of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominum or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development index is executed by Borrower and recorded together vish his Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements vish is Mortgage as if the rider were a part hereof
- 6. Protection of Lender's Recurity. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commended which materally affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvancy, code inform a cement, or attrangements or plocyedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Pioperty to make repairs. If Lender required mortgage insurance as a condition of making the tem secured by this Mortgage. Borrower shall pay the premisins required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this prograph 6, with interest thereon, shall become additional indebtedness 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 cate of disbursement at the rate payable from time to time on outstanding principal under the Agreement unless payment of interest at such rate would be car rary to applicable law, in which event such amounts shall bear interest at the highest rate parmissible under applicable law. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder

- 7. Inspection, Lendar (14) friske or cause to be made reasonable actives upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause, he efor related to Lender's interest in the Property
- 8. Condemnation. The proceeds of any award or claim for damages, circum consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are buriefly assigned and shall be paid to Lender

In the event of a total taking of the property, the proceeds shall be applied to the signs secured by this Mortgage, with the excess, if any, paid to Borrower in the event of a partial taking of the property, unless Borrower and Lender otherwise agic an writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the duty of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condensity of lens to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender's actionized to collect and apply the proceeds at Lender's option, either to restoration or repair of the Property or the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall i of extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

- 9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lunder to any successor in interest of Borrower shall not operate to release, in any matter, the liability of the original Borrower and Tourower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for pya next or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise alforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the matienty of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage florded by law or equity, and may be exercised concurrently, independently or successively
- 12. Successors and Assigns Bound; Joint and Soveral Liability; Captions. The covenants and agreements herein contained shall bind, and propriet in the provision of paragraph 16 hereof. All provision and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience by and are not to be used to interpret or define and provisions hereof.
- 13. Notice. Except for any notice required under appplicable law to be given in another manner, (a) any notice to Borlower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided here, and (b) any notice to Lender shall be given by first class mail to Loder's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the matter designated herein.