88388161

THIS MORTGAGE is made this

between the Mortgagor(s). Richard B. Larson and Julia A. Larson, his wife, in Joint Tenancy

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

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety-nine thousand nine hundred ninety Dollars, which 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_26, 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 Boccower herein contained, Borrower does hereby mortgage, grant and convey to Lender, and the Lender's successors, the following described property located in County, State of Illinois:

Lot 15 (except the North 6 feet thereof) and the North 1/2 of Lot 16 in Block 9 in the Subdivision of Blocks 9 and 10 in Edson Subdivision of the South 3/4 of the East 1/2of the Northwest 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, except a part of the Northeast corner thereof together with part of Lot 12 in Laflin, SMith and Dyer's Subdivision of the Northeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

14-20-126-026 PIN:

DEPT-01 TRAN 3709 08/25/88 14:12:00 T#1111 #6994 # A *--88-388161 CODE COUNTY RECORDER

3620 N. Racine Chicago Illinois 60613 which has the address of

which with the property hereinafter described is referred to hurein as the "property".

TOGETHER with all of the improvements now or here liter erected on the property, and all easements, rights appurtenances, rents, profits, and all fixtures now or hereafter attached to the property, all of which, including unbacements 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 Lindon'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 Honles' or a Exemption Laws of the State of Illinois, which said rights and benefits the Borrower does herein expressly release and waive. Borrower hereby warrants that in the lime of the ensualing and delivery of these presents Borrower is well selzed of said real estate and premises in fee simple, and with Juli legal and equitable I tile to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey, mortgage and warrant the same, and that it is free and clear of enc. Imbrances, except as provided in paragraph 1, and that Borrower will forever warrant and defend the same against all lawful claims.

<u>Horizon Federal Savings Bank</u> This Mortgage is junior and subordinate to a first mortgage on the property from the Borrower to 9/11/86 <u>9/11/86</u> _ ("Prior Mortgage"). The Prior Mortgage secures a r.ote ("Prior Note") dated __

cipal amount of Ninety-one thousand two hundred lars (\$\frac{1}{2}\ldot\0000000, \text{mode by the Borrower and payable to the holder of the Prior Note and the Prior Mortgage. Berrower hereby covenants and agrees to perform all of its oligations 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 default under the Prior Mortgage or Prior Note shall constitute a default becaused.

In the event the holder of the Prior Note and the Prior Mortgage exercises its rights under the 1 flor 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 its policy, also declare all remaining unpaid interest and principal under the Note secured by this Mortgage to be also immediately due and payable, immediately upo and continuous to the Prior Note adding all such amount paid to the principal of this foan.

- Borrower shall pay promptly when due the principal of and interest on the indebtedness evidenced by two 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 hereol.
- In the event of the enactment after this date of any law of filling a deducting from the value of fand for the purpose of taxation any lien thereon, or im-3. In the event of the enactment after this date of any law of fillinois deducting from the value of land for it a purpose of taxation any lief thereon, or more posing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or lens herein require to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Lender's interest in the property, 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, shall pay such taxes or assessments, or reimburse the Lender therefor; provided, however, that if in the opinion of counsel for the Lender (a) I might be unlawful to require Borrower to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maxilitum and in such event, the Lender may elect, by notice in writing given to the Borrower, to declare all of the indebtedness secured her aby 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 become, due in respect of the lasuance 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 rear and it is 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 attain a priority over this Mortgage.
- 8. 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 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 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 less than ten (10) 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.
- 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-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 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 Indebledness 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 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 less sufficient to pay for the cost of completion of such work free and clear of liens.
- 8. 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 hereby, 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 accordance with plans and specifications to be submitted to and approved by the Lender. If Borrower is authorized by the Lender's election as aforesaid to rebuild 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 repair, rebuilding or restoration, at the option of the Lender, shall be applied on account of the indebtedness secured hereby.
- Borrower shall keep the property in good condition and repair, without waste and free from mechanic's liens or other flens 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.

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All expenditures and expenses incurred by Lender pursuant to this Paragraph 10, with interest increon, shall become additional indebtagness or borrower ascoured 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 disbuttament 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 faw. In which event such amounts shall bear interest at the highest rate permissible under applicable faw. Nothing contained in this Paragraph 10 shall require Lencer to incur any expense of take any action hercunder.

- 11: Borrower covenants and agrees that if and to the extent Lander pays installments of principal or interest or any other sums due under the Prior Note, the Prior Mortgage or the other documents or instruments, if any, evidencing or securing the Prior Losin, Lender shall be subrogated to the rights, items, 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, it: 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 in Jabledness secured hereby.
- 13. To the extent permitted by law, if bankruptcy or any other proceeding for relief under any bankruptcy or climital law for the relief of debtors, is instituted by or against Borrower, the Lender, at its option, may declare this Mortgage in default upon notice to Borrower, whereupon the entire indebtedness secured hereby shall become immediately due and payable.
- 14. In addition to all other rights of Lender contained herein, in the event Borrower (i) 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 (iii) days, then Lender, at its option, and without the necessity of giving notice or demand, the same being hereby expressly waived, may declare any portion or the entire principal balance, together with all other charges, immediately due and payable. The necessity of demand that payment be made in accordance with the terms hereof as a condition precedent to the exercise of such option subsequent to the accoptance of overdue payments is hereby waived. The acceptance of any sum less than a full installment shall not be construed as a waiver of a default in the payment of such full installment.
- 15. When the indebtedness hereby secured shall become due whather by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof. In any supplication indebtedness in the decree for sale all expent durance policies, for the suit of the suit of the decree) of procuring all such abstracts of title, title being the manifolds of the interface policies. To rens certificates, and similar data and assurances with respect to title as Lender may deem reasonable to encessary either to provide such and expenses of the nature in this paragraph mentioned shall become additional indebtedness secured hereby and implicately due and probate and fund payablers. All exists the interface of the nature in this paragraph mentioned shall become additional indebtedness secured hereby and implicately due and probate and fund payablers are in effect thereon at the highest rate now permitted by Illinois law, when paid of incurred by Lender in connection with (a) any proceedings to which the Lender shall be a party, either ac plaintiff, claimant or defendant, by reason of this mortgage or my indebtedness hereby such any content of the commencement of any sult for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or it property or the accurate the recommencement of the proceeding which might affect the property or the accurate the recommencement of the proceeding which might affect the property or the accurate the recommencement of the proceeding which might affect the property or the accurate the recommencement of the proceeding which might affect the property or the accurate the recommencement of
 - 16. The proceeds of a foreclosure fair 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; if sebledness 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 comaining sums. To Borrower, its heirs or legal representatives, as its rights may appear.
 - 17. Upon or at any time after the filling of Norwall and the court in which such complaint is filed may appoint a receiver of said property. Such appointment may be either before or it as sate, 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 of 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 out so the rents issues and profits of said property during the pendency of such foreolosure suit and, in case of a sale and a deficiency, during the full obtailory, period of redemption, whether there be redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled 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 one such cases for the protection, control, management and one in whole of its property during the whole of said period. The Court from time to time may suit notize the receiver to apply the net income in his hands in payn, ent in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing take Moltgage, and each tax, special assessment or other lian which may use or biscome superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
 - 18. No action for the enforcement of the lien or of any provision her of a hill be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notice hereby secured.
 - 19. The Borrower at the request of the Lender shall provide copies or flatc tax bills.
 - 20. Borrower represents and agrees that the obligation secured have, for utitutes a loan secured by a tien on a residential real estate which comes written the purview of III. Rev. Stat., 1983, oh. 17 Subsection 604(1)(1), as amended. Fit agreements herein and in the Note secured hereby are expressly limited so that in no contingency or event whatsoever, shall the amount paid or agried to by put to the tiolder of said Note for the use of the money to be advanced heriunder exceed the highest lawful rate permissible under applicable usury taws. If, from now circumstances whatsoever, fulfillment of any provision hereof or said Note at the time performance of such provision shall be due, shall limitly transceruling the limit of validity prescribed by taw which a court may deem applicable hereto, the obligation to be fulfilled shall be reduced to the limit of such validity at giff from any circumstance the Lender shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessing interest shall be applied to the reduction of the unpaid principal balance due under said Note and not to the payment of interest.
 - 21. Borrower and Lender Intend and believe that each provision in this Mortgage and the Note recured 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 the form 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 intend 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 and enforceable, that the remainder of this Mortgage and said Note shall be construed as if such invalid or unenforceable portion, was not contained therein, and my, my 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 inly failure of Lender to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by Lender shall be valid in lets 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 s, ellipsality stated in the waiver.
 - 23. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and flan thereof by prope instrument without charge is government. Borrower shall pay all costs of recordation, if any.
 - ... 24. The singular number shall mean the plural and vice vorse and the meacutine shall mean the feminine and neuter an / vir a verse. "Including" shall mean "including, 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.

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| at the state of th | Christ G. Carron |
| STATE OF ILLINOIS) | |
| COUNTY OF COOK) SS | |
| . E. W. Swanson | . a Notery Public in and for said |
| county and state, do hereby certify that Richard B. Larson and Ju | lia A. Larson, his wife, in Joint Tenancy |
| persunally known to me to be the same personS_ whose name_S_aresubscr | ribed to the foregoing instrument, appeared before me this day in person, and |
| acknowledged thatthey signed and delivered the said instrume | ant as their free and voluntary act, for the uses and purposes |
| therein set forth, including the release and waiver of the right of homesteac | |
| Given under my hand and official seal, this 22nd day of | August 19/88, My Commission expires: 3-29-92 |
| MALITO | - W Janon |
| PIANTIO | Notary Public |
| MAIL THIS INSTRUMENT TO: | |
| Blaxter Gredit: Union | |
| 1485 Lake: Callet Rood: | • |

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