Bickford, Barbara A Bickford en the Mortgagor(s),

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

WHEREAS, Borrower is indebted to bender in the principal sum of <u>Eighteen thousand two hundred fifty eight</u> <u>Dollars</u>, which indebtedness is evidenced by Borrower's note of even date (herein "Note"), providing for monthly installments of principal and interest, with life balance of the indebtedness, if not scorer paid, due and payable on <u>October 6, 1989</u>.

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 coverants and agreements of Borrower 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:

Lots 11 and 12 in Block 1 in Sofield Gardens, a subdivision in the East 1/2 of Section 17, Township 41 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Permanent parcel number: 10-17-400-044

which has the address which with the proper	of 9133 Austin 1 h	ton Grove, IL 60053 herein as the "property".	 end
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TOGETHER with all of the improvements now or here after wedled 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.

TO HAVE AND TO HOLD the property unto the Lander, and the Lander and case of an designs, forever, for the purposes, and upon the uses he effect forth, free from all rights and benefits under and by virtue of the Hor has leaf Exemption Laws of the State of Illinois, which said rights and benefits the Burrower does tested expressly release and waive. Borrower is ready warrants the shall like of the enesaling and delivery of these presents Borrower is well selved of said real estate and premises in test afficients, and with full legal and equitable. The to the mortgaged property, with good right, full power and lawful authority to self, assign, convey, mortgage and warrant the same, and that it to tree and o sai of enoumbrances, except as provided in paragraph 1, and that Borrower will forever warrant and defend the same against all lawful claims.

This Mortgage is junior and subordinate to a first mortgage on the property from the Borrower to Skokie Federal S & L __ ("Prior Mortgage"). The Prior Mortgage security note ("Prior Note") dated ___6=13=78 oipal amount of <u>F1 Fty Four Phonsand Fight</u> Number 3 4 (8/0 ,00), made by the Borrower and payable to the holder of the Prior Note and the Prior Mortgage. Borrower hereby covernants and agrees to perform all of I is obligations under the Prior Note, the Prior Note and all other documents obligations to make payments thereunder when and as they become due. Any cleanly under the Prior Mortgage or Prior Note shall constitute a default hereunder.

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 its option, also declare all remaining unpaid interest and principal under the Note secured by this Mortgage to be also immediately due and payable, immediately unor 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 evide to by the Note, late charges as provided in the Note, and each indebtedness which may be secured by a lian or charge on the premises superior to the lien hereof.
- Q. In the event of the enautment after this date of any law of fillinois deducting from the value of land for the purpose of faxation any lien thereon, or imposing upon the Lender the payment of the whole or any part of the taxes or assessments or charges or liens hereir required 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 euch event, the Borrow ar, upon demand by the Lender, shall pay such taxes or assessments, or reimburse the Lender therefor; provided, however, that if in the opinion of coursel for the Le', der (a) if 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 miximula amount permitted by law, the and in such event, the Lender may sleet, by notice in writing given to the Borrower, to declare all of the indebtedness sequind in the giving of such notice.
- 4. It, by the taws of the United States of America or of any state having jurisdiction in the premises, a tax to due or bloomer due in respect of the laurance of the note hereby secured, the Borrower doverants and agrees to pay each such fax in the manner required by any such tax. The Borrower further coverants to hold harmless and agree to indemnify the Lender, and the Lender's successors or sestings, against all liability incurred by resign of the imposition of a tax on the leavence of the note encured hereby.
- Before any penalty attaches borrower shall bay all taxes, sesesaments and other charges, tines 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 goverage", 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 companies, in case of loss or damage, to Lender, such rights to be existenced 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 len (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 mortified without thirty (30) days prior written notice to the Lender. If the Prior Mortgage requires delivery of each such insurance policy to the floide of the Prior Mortgage, then Betrower may eatisfy its obligation under this paragraph by delivering a duplicate original of each such policy or a certificate therefor to the Lender.
- 7. In case of loss, the Lender is hereby authorized, at its sole option, either (i) to settle and edijust any claim under such insurance policies without consent of Sorrower or (ii) to allow Sorrower to agree with the insurance company or companies on the smount to be paid upon the loss, subject to Lender's rights under the PRIGH LOAN DOCUMENTS. In either case, Lender shall have the right to collect shd receipt for such insurance money. Such insurance proceeds a shall be applied either from time to at sit to sole option of the Lender. In payment or resultation of the indectatives secured hereby, whether due on only to beheld by the Lender and used to relimbure. Borrower for the dust of the repail or restoration of buildings or improvements on said property. The buildings and improvements shall be so repaired or restorad as the Lender may require and approve. No payment made prior to the final completion of such repair or restoration work parking expect minely prevent (\$15.5) of the value of such work parking in time to time, and at all times the undisbursed balance of said proceeds remaining in the heads of the Londer shall be at least sufficient to pay for the cost of completion of such work free and clear of liene.
- 8. Sorrower hereby shatget, transfers and but pover unto the Lender the entire proceeds of each award or claim for damages for any of the property taken or damaged whiter the power of amineral domain or by dendermation, subject to the Lender's rights under the Prior Loan Cocuments. The Lender may seed to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, for to tequire Borrower to restore or rebuild, in which event his 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 election as election as election or restoring. The surplus which may remain out of said award after payment of apply to restoring. The surplus which may remain out of said award after payment of each of applied on account of the indebtedness secured hereby.
- 9. Borrower shall keep the property in good condition and repair, without waste and free fight mechanics tiens or other fient or claims not expressly subordinated to the lien hereal, unless otherwise herein provided for, and shall comply with all requirements of law or municipal ordinance with respect to the projecty and the use thereof.

NOTE IDENTIFIED T

10. If Borrower filits to perform the charte is and preserved chitalifed to the Mortgale, or tany country proceedings is commenced which meterials affects bender's interest in the proper vividigity is trip of early to deep the processor of any country proceedings involving a bentrupt of decedent, then bender's option, upon holles to benower may, but need not, make such appearances, disburse such sums and take such action as to necessary to protect bender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the property to make repairs.

All expenditures and expenses incurred by Lender pursuant to this Paragraph 10, with interest thereon, shall become additional indebtechase 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 retulesting payment thereof, and shall beer interest from the date of discursement 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 beer interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 10 shall require Lender to incur any expense or take any action hereunder.

- 11. Borrower covenants and agrees that it and to the extent Lender 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 Loan, Lender shall be subropaled to the rights, liens, security interest, powers and privileges granted to the holder of the Prior Note and the Prior Storigage, and the Prior Mortgage shall remain in existence to secure Borrower's obligation to repay all such installments or other sums paid by Lander.
- 12. As long as any indebtedness secured hereby remains ungaid, in the event that Borrower without the prior written consent of the Cender, shall transfer, encumber, mortgage or lesse all or a portion of the property, such action shall constitute an event of default under this Mortgage and the Cender shall have the right, at its election, to declare immediately due and payable the entire indebtedness secured hereby.
- 13. To the extent permitted by lew, if bankruptcy or any other proceeding for relief under any bankruptcy or similar 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.
- Id. In addition to all other rights of Lender contained herein, in the event Borrower (I) falls to make any payment when thus hereunder, or (II) defaults in the performance of any other of Borrower's obligations hereunder and said default shall continue for ten (10) days, then Lender, at it's option, and without the necessity of giving notice or demand, the same being hereby expressly waived, may declars any portion or the entire principal balance, (ogether with air other charges, immediately due and payable. The necessity of demand that payment be made in accordance with the terms hereof as a condition processor to the exercise of such option subsequent to the acceptance of overdue psyments is hereby waived. The acceptance of any sum less than a full instributional shall not be construed as a waiver of a default in the payment of each full installment.
- 15. When the Indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall /lawe the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and any expenses which may be paid. A incurred by or on behalf of Lender for attorneys' tees, appraisar's fees, outlays for documentary, and expert expense year expenses, publication cor. Sent costs (which may be estimated as to items to be expended after entry of the decree) of procising all such abstracts of title, title searches and examinations, alle insurance policies. Tomens certificates, and similar data and assurances with respect to title as Lender may deen reasonable to abe necessary either to prosecula such such or to evidence to bilders at any sale which may be had pursuant to such decree the fune condition of the file for the value of the premises. All super solves and expenses of the nature in this paragraph mentioned shall become additional in sebtedness accuract hereby and immediately due and payable, with in serest thereon at the highest rate now permitted by liftnois law, when paid or incurred by Lunder in connection with (all empty proseding, including probate and surfruptcy proceedings, to which the Lander shall be a party, either as planniff, claiment or distance, reason of this mortgage for any indebtedness hereby secrited or (b) preparations for the commendement of any sulf for the foreclosure hereof after account of cuch right to foreclose with the commender.
- 16. The proceeds of a foreclosure set 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 proce dirigs, including all such items as are mentioned in the praceding paragraph hereof; second, all other items which under the terms hereof constitute secured inches additional to that evidenced by the note, with inserest thereon as herein provided, third, all principal and interest remaining unpaid on the note; fourin, any remaining sums to Borrower, its heirs or legal representatives, as its rights may appear.
- 17. Upon or at any time after the liting of a con pright to foreclose this Mortgage the court in which such comptaint is filled may appoint a receiver of said property. Such appointment may be either before or uner make, 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 or the property or whether the same shall be then occupied as a homestead or not, and the Lander may be appointed as such receiver. Such receiver shall have power to potent the rente, issues and profits of said property during the pendency of such foreclasurs suit and, in gase of a sale and a deliciency, during the fail statutory certain of redemption, whether there he redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver, would be unified to collect such rents, issues and profits, and all other powers which may be receivery 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 suthorize the receiver to apply the retirectment in his hands in paymer it in whole or in part of: (1) The indebterness secured hereby, or by any decree foreclosing this Mortgage, and each tax, special assessment or other time which may be no operance 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 end device of the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale end device.
- 18. No solion for the enforcement of the fien or of any prevision (sense) well be subject to any defense which would not be good and evaluable 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 neid tax birts.
- 20. Borrower represents and agrees that the obligation secured hereby cor stitutes a loan secured by a tien on a residential real state which comes within the purview of III. Rev. Stat., 1983, ch. 17 Subsection 604(1)(1), as amended. In agreements herein and in the Note secured hereby are expressly limited to that in no contingency or event whatsoever, shall the amount paid or agreed to bit or at to the holder of said Note for the use of the intoney to be advanced hereing receded the highest lawful rate permissible under applicable usury taws. If, flor, any circumstances whatsoever, tutilithment of any provision hereof or of said Note at the time performance of such provision shall be due, shall involve transcending ne limit of validity prescribed by law which a court may deem applicable hereto, the obligation to be fulfilled shall be reduced to the limit of such validity and if om any incumstance the Lender shall aver receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal belance due under said Note and not to the payment of interest.
- 21. Sorrower and Lender Intend and believe that each provision in this Mortgage and the Note secured hereby comports with ell applicable laws and judicial declatons. However, if any portion of this Mortgage or said Note is found by a court to be in violatic if of any applicable law, administrative or judicial declation, or public policy, and if such court should declare such portion of this Mortgage or said Note to be invalid 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 a inferior eable, that the remainder of this Mortgage and said Note shall continue in full force and effect.
- 22. He waiver of any provision of this Morigage shall be implied by any failure of Lender to enforce any it missly 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 wall full as in writing and shall not affect any provision of the time and in the manner of ic healty stated in the waiver.
- 23. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and flen thereof by proper instrument without charge to Bor rower. Borrower shall pay all costs of recordation, if any.
- 24. The singular number shall mean the plural and vice verse and the massuline shall mean the ferminine and neuter and request "including" shall mean ferminine and neuter and request "including but not limited to".
 - 25. This Mortgage shall be interpreted in accordance with the laws of the State of illinois.

IN WITHERS WHEREOF, Borrower has executed this Mortonee

STATE OF ILLINOIS OFF a Notary Public in and for said ickford James A Bickford married and will of bedingedue (4) 1975. riadio this dayin person, and nd de ened the said Instrument as that Bhe their forth, including the mieste and water o the Alfin of homestead, Commission expires 3-26-88 n under my hand and official field day to 3 October 177 4 lotary Public Ei at y PHIMENT TO INS 12 100 miles in 11: 89