THIS MORTGAGE is made this between the Mortgagor(e). Seymour Kaplan and Helen E. Kaplan, married to each other. Joint Tenants

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

WHEREAS, Borrower is indebted to Londor in the principal sum of (Forty thousand nine hundred five & 00/100 which indebtedness is evidenced by Borrower's note of even date (hargin providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 26.

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 contained, Borrower does hereby mortgage, grant and convey to Lender, and the Lender's successors, the following described property located in 1998. County, State of Illinois:

of Cook County, Illinois, on august 16, 1966, as Document Number 2287077.

PIN: 09-13-100-041

8000135

900M 7953 Foster, Morton Grove, Illinois 60053 which has the address of which with the property hereinafter described is referred to hargin as the "property"

TOGETHER with all of the improvements now or her rafter precised on the property, and all easements, rights appurtenances, rents, profile, 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 govered by this Mortgage.

TO HAVE AND TO HOLD the properly unto the Lender, and the Lender'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 Homer tend Exemption Laws of the State of Illinois, which said rights and benefits the Borrower does herein expressly release and waive. Borrower hereby warrants was the time of the onsealing and delivery of these presents Borrower is well serized of said real seater and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful suthority to sell, assign, convey, mortgage and warrant the same, and that it is free and utear resocumbrances, except as provided in paragraph 1, and that Borrower will forever warrant and defend the same against all lawful claims.

	1. This Mortgag	ge la junior and subordina	e to a first mortgage on th	e property from the 80	orrower to	37.8	
daled	N/A		ge"). The Prior Mortgage	nacures e note ("Prior	Note") dated	N/AA\V	
cipal :	mount of	N/A					able to the holder of the
			y covenants and agrees t				
			MENTS,") if any, related to				
the Bo	prower's obligation	ns to make payments the	reunder when and as the	y become due. Any di	efsult under the Pri	or Mortgage or Prior	Note shall constitute s
defaul	t hereunder.						

in the event the holder of the Prior Note and the Prior Mortgage exercises its rights under the Prior 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 unun 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.

- Borrower shall pay promptly when due the principal of and interest on the indebtedness evidenced by the Note, late charges as provided in the Note, and each indebtedness which may be secured by a lien or charge on the premises superior to the lien hersol.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land to the purpose of taxation any lien thereor, or imposing upon the Lender the payment of the whote or any part of the taxes or assessments or charges or then herein required to be paid by Borrower, or changing in any way the law 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, os to affect this mortgage or the debt secured hereby or the holder thereof, then and in each such event, the Borrower, pool domend 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 Linder is it might be unlawful to require Sorrower to make such payment or (b) the making of such payment in light result in the imposition of interest beyond the mixture have been and the such axed. In the imposition of interest beyond the mixture have been and the number of solidars all of the impositions are number of the and heaven due and and in each event, the Lender may elect, by notice in writing given to the Borrower, to declare all of the Indebtedness secured Fundamental 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 lax is due or befor at due in respect of the issuance of the note hereby secured, the Borrower covenants and agrees to pay each such tax in the manner required by any suith 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 many suith 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 many suith law. a tax on the issuance of the note secured hereby
- 5. Before any penalty attaches borrower shall pay att 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 lose by fire, hazards included within the term "extanded 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 sattlety 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 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 indebtedness segured 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 properly. 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 ninely percent (90%) of the value of such work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Lender shall be at least sufficient to pay for the cost of completion of such work free and clear of liens.
- 8. Borrower hereby assigns, transfers and sets over unto the Lender the entire proceeds of each award of calm 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 Doguments. The Lender may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hireby, 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 agrovatione, 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 has 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.
- 9. Borrower shall keep the property in good condition and repair, without waste and free from mechanic's liens or other liens or claims not expressly subordinated to the lien hereof, unless otherwise herein provided for, and shall domply with all requirements of law or municipal ordinance with respect to the property and the use thereof.

#D. If Berrewentalis to perform the coverants or sugrement is contained in the Mortgige, or I any screen or correcting is commenced which materially affects Lender's interest in the projects in citic in comment to deam, is twelft, forther torown of a presented performance of proceedings involving a bankrept or decedent, then Lender's option, upon notice to Borrower, may, but need not, make such appearances, disburse such sums and take such action as to necessary to protect Lender'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 indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lendit agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear inferest from the date 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 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 if 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 ducuments or instruments, if any evidencing or securing the Prior Loan, Lender shall be subrogated to the rights, tiens, 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, in the svent that Borrower without the prior written consent of the Lender, 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 Lender shall have the right, at its election, to declare immediately due and payable the entire indebtedness secured hereby.
- 13. To the extent permitted by law, if bankruptcy or any other proceeding for relief under any bankruptcy or similar law for the relief of debtors, is instituted by or against Borrower, the Lander, 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) fails to make any payment when due hereunder, or (ii) defaults in the performance of any other of Borrower's obligations hereunder and said defaults shall continue for ten (10) 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 entitle principal balance, logether 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 acceptance 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.
- 16. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof in any sult 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 pall or incurred by or on behalf of Lender for attorneys' less, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication of its indicosts (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of fille, title searches and examination, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may doem reasonable to be necessary either to provious such such suit or to evidence to bidders at any sale which may be had pursuent to such decree the true condition of the title to or the value of the premises. All examinations of the insurance to bidders at any sale which may be had pursuent to such decree the true condition of the title to or the value of the premises. All examinations are conditioned to the premises and expenses of the nature in this paragraph mentioned shall become additional indebtedness secured hereby and missing the paragraph mentioned shall become additional indebtedness secured hereby and missing that have the representation of the 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 or incurred by connection with (a) any proceeding, including probate and or incurred by the connections of the mortgage or any indebtedness hereby secure. Or (b) preparations for the defense of any suit for the foreclosure hereof after accrual of such tight to foreclose whether or not actually commenced. In (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the property or the securi-
- 16. The proceeds of a foreclosure ella 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 in foundational to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining uniped on the note; fourth, any remaining sums, to Borrower, its heirs or legal representatives, as its rights may appear.
- 17. Upon or at any time after the filing of a communit to forectose this Mortgage the court in which such complaint is filed may appoint a receiver of said property. Such appointment may be either before or at existing any such appointment may be either before or at existing any such and without regard to the time in said application for such receiver and without regard to the time in value of the importance without regard to the time value of the importance without regard to the time value of the importance as a homestead or not, and the Lander may be appointed as such receiver. Such receiver shall have power 1 cold of the rents, issues and profits of said property during the pendency of such foreclosure suit and, in case of a said and a deliciency, during the full statutory 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 uniformed to deflect 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 sulhorize the receiver to apply the net income in his hands in payar zin in whole or in part of (1) The indebtegness secured hereby, or by any decree foreclosing this Mortgage, and such tax, special assessment or ofter filen which may have become superior to the firen hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and detired to
- 18. No action for the enforcement of the iten or of any provision hereof chall 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 of oped tax bills
- 20. Borrower represents and agrees that the obligation secured herablic constitutes a loan secured by a lien on a residential real estate which comes within the puriew of III. Nev Stat., 1983, ch. 17 Subsection 60(1)(1), as anisheded. At agreements herein and in the Note secured hereby are expressly limited so that in no contingency or event whatsoever, shall the amount peut-or agreed to the rain to the notice for the use of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, for it ally circumstances whatsoever, fulfillment of any provision hereof or of said Note at the time performance of such provision shall be due, shall involve transcend on the limit of validity prescribed by tax which a court may deem applicable hereto, the obligation to be fulfilled shall be reduced to the limit of such validity and it? Tom any circumstance the Lender shall ever receive as interest an amount which would exceed the highest fawful rate, such amount which would be excessive. In areast 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 thr. Note secured hereby comports with all applicable laws and judicial decialons. However, if any portion of this Mortgage or said Note is found by a court to be in solation of any applicable law, administrative or judicial decialons or public policy, and if such court should deciare such portion of this Mortgage or said Note to be in all or underforceable as written, then it is the infent both of Borrower and Lender that such portion shall be given rejudy to the fullest possible extent that it is valid and inforceable that the remainder of this Mortgage and said Note shall be construed as it such invalid or underforceable portion, was not contained therein, and that it is rights and obligations of Borrower and Lender under the remainder of this Mortgage and said Note shall be construed as it such invalid or underforceable portion, was not contained therein, and that it is published obligations of Borrower and Lender under the remainder of this Mortgage and said Note shall be construed.
- 22. No waiver of any provision of this Mortgette static be implied by any failure of Lender to entorce any rimedy 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 unlied in writing and shall not affect any provision other than the one specified in such written warver and that provision only for the time and in the manner apic ficially stated in the waiver.
- 23. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and lien thereof by proper insimment without charge to Borrower shall pay all costs of recordation, if any.
- 24. The singular number shall mean the plural and vice versa and the masculine shall mean the feminine and neuter and vice versa, "Including" shall mean including, but not limited to"
 - 26. This Mortgage shall be interpreted in accordance with the laws of the State of Illinois

IN WITNESS WHEREOF, Borrower high executed this Morrosga

Hen & Taplan

COUNTY OF COOK S							
<u>. E. W. Swanson</u>						a No	lary Public in and for said
county and state, do hereby certify tha	Seymour	<u>Kaplan</u>	and He	<u>len</u>	E. Kaplan, ı	narried to each c	ther, as Joint Tenant
personally known to me to be the same							- ·
acknowledged thatthey	Norma	nd delivered	100 KA1 IT	nerun	eco their	and voluntary act. for	the uses and purposes
therein set forth, including the releas	nd water o	the ight of	hamentand.	1 1) / /	
Given under my hand and offi	84al, 1915 🛶	22nt		LA.	st 1/1	88 , My Comm	ission expires. 3 - 14-92
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Deerfield, IL 60015

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