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LOAN NO.

TITLE NO. 32021405

THIS INSTRUMENT WAS PREPARED BY
Ed Swanson

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

MORTGAGE

THIS MORTGAGE is made this 2nd day of May, 1989, between the Mortgagee, Beattie M. De Long, Jr. and Susan I. De Long, married to each other, as Joint Tenants, (herein "Borrower"), and the Mortgagee, Travelers Insurance Credit Union, a corporation organized and existing under the laws of The State of Illinois, whose address is 1100 Lake Cook Road, Deerfield, Illinois 60015 (herein "Lender").

WHEREAS, BORROWER has entered into a limited open-end variable rate Agreement with the Lender dated May 2, 1989 (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 Eighty thousand and 00/100 DOLLARS (\$ 80,000.00) from Lender on a secured line of credit basis; that said Borrower is indebted to the Lender in the principal sum of Eighty thousand DOLLARS (\$ 80,000.00) which indebtedness is evidenced by said AGREEMENT providing for monthly payments and for an adjustable rate of interest and is due and payable on May 15, 1994 with an option by the Lender to extend said Agreement and this Mortgage.

TO SECURE to Lender, (a) the repayment of the indebtedness evidenced by the Agreement, 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 24 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Parcel I: That part of Lot 59 in County Clerk's Redivision of the Assessor's Division (except Lots 9 to 17 inclusive and Lots 30, 34 and 35, thereof) of the West 1/2 of the Northwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Lot 60, thence North 88.4 feet; thence West 115.5 feet; thence South 88.4 feet, thence East 115.5 feet to the place of beginning.

Parcel II: The West 1 rod of the East 8 rods, except the North 60 feet thereof, of Lot 69 in County Clerk's redivision of Assessor's Division of the West 1/2 of the Northwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 43 North, Range 9, East of the Third Principal Meridian, all in Cook County, Illinois.

Permanent Index Number: 01-01-124-034
which has the address of 522 S. Cook St. Barrington
Illinois 60010 (state and zip code) (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, 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; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold are herein referred to as the "Property".

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Agreement, and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Payment of Taxes, Insurance and Other Charges.** Borrower shall pay all taxes, hazard insurance premiums, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of giving of notice.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Agreement; then to the unpaid balance of the Agreement.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within this term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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4-4-89 Data from effects property on file 1550 and 1551 NOTE IDENTIFIED

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by 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 favor 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 Lender 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 in 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 therefrom 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 Mortgage 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 shall 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 condominium 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 rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or any judgments or proceedings 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 costs upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums 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 paragraph 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 date 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 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 6 shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, shall hereby assigned and shall be paid to Lender.

In the event of a total taking of the property, the proceeds shall be applied to the sums 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 agree in 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 date 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 carrier offers 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 is authorized 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 not 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 Lender to any successor in interest of Borrower shall not operate to release, in any matter, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded 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 maturity 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 or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define and provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower 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 Lender'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 manner designated herein.

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21. Release. Upon payment of all sums secured by this Mortgage, lender shall release this Mortgage without charge to borrower. Borrower

20. Loan Charges. If the loan secured by the Security Instrument is subject to a law which sets maximum, or capped, and that law is being interpreted by that the interest or other loan charges collected or to be collected on borrower with the less capped permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from borrower which exceeded permitted limits will be refunded to borrower. Lender may agree to make such refund by reducing the principal owed under the Agreement or by making a direct payment to borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.

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 any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those paid due, all rents collected by Lender or the receiver within the specified time to payment of the costs of management of the Property, and collection of rents, including, but not limited to, receiver's fees, pursuant to an receiver's bonds and reasonable attorney's fees, and then to the sums so received by this Mortgage, Lender and the receiver shall be liable to account only for those rents actually received.

(c) Assignment of Rights; Appointment or Recapture. Landlord in possession, as additional security hereunder, irrevocably assigns to Lender the right of first refusal, appointment or recapture, prior to foreclosure under paragraph 7 hereof, of abandonment of the property, have the

(a) to have any proceedings begun by Lender to enforce this Mortgage of not withstanding any judgment entered in this Mortgage in: (i) Borrower pays Lender all sums which would be due under this Mortgage, (ii) the Agreement, Assignment, Agreement Securing Future Advances, if any, had no acceleration occurred; (ii) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonably expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to ensure that the lien of this Mortgage, Lender's lien, and in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpeded. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall be

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... ..

noted that paragraph 7 of the note provides that the date the notice is mailed within which Borrower may pay the sums declared due, if Borrower fails to pay such sums, shall be the expression of such period, and the expression of such period shall be the date the sums are declared due, if Borrower fails to pay such sums. Lender may consent to a date of tender if: (1) Borrower agrees to be substituted for Lender information required by Lender for evaluation of the transfers as if a new loan were being made to the transferee; (2) Lender's reasonable determination that Lender's security will not be impaired; and that the list of any consent or agreement in the Security Instrument is acceptable; (3) interest on the sums secured by the Security Instrument as a debt acceptable to Lender; (4) changes in the terms of the agreement and the Security Instrument required by Lender are made; (5) Lending, for example, periodic adjustment in the interest rate, a different time payment date for the debt, and addition of unpaid interest to principal; (6) if Lender agrees an assumption agreement that is acceptable to Lender; and that satisfying the transfers to keep all the promises and agreements made in the Agreement and in the Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender may modify or amend the Security Instrument as a condition to Lender's consent to any date of transfer.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or person but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the reason of a lien or encumbrance subordinate to this Security instrument; (b) the creation of a purchase money security interest for household appliances, which does not relate to a transfer of rights of occupancy in the property; (c) the creation of a purchase money security interest for household appliances; (d) a transfer by devise, descent or by operation of law upon the death of a joint tenant of (d) the grant of any beneficial interest of three years or less not constituting 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.

המחיר המלא של המוצר: ₪ 199.00

14. Uniform Security Instrument Governing Law; Severability. The form of Security Instrument contains uniform provisions for national use and non-uniform provisions with limited variations by jurisdiction to conform to 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 in clause of this Security Instrument or two agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the agreement, from which can be given effect without the conflicting provision, and to this and the provisions of this Security Instrument and the Agreement are declared to be severable.

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