

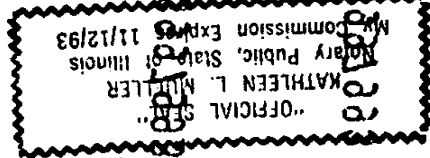


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Property of Cook County Clerk's Office

MAIL THIS INSTRUMENT TO: Baxter Credit Union, 1425 Lake Cook Road, Deerfield, Illinois 60015



Given under my hand and official seal, this 11 day of September 19 91. I, the undersigned, Seymour Kaplan and Helen E. Kaplan, his wife, personally known to me to be the same person as those names are subscribed to the foregoing instrument, 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 use and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS, COUNTY OF Cook, I, the undersigned, Seymour Kaplan and Helen E. Kaplan, his wife, a Notary Public in and for said county and state, do hereby certify that

IN WITNESS WHEREOF, Borrower has executed this Mortgage at the address of Baxter Credit Union first set forth above. Borrower: Seymour Kaplan, Borrower: Helen E. Kaplan

26. This Mortgage shall be interpreted in accordance with the laws of the State of Illinois. 25. The singular number shall mean the plural and vice versa and the masculine shall mean the feminine and neuter and vice versa. 24. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and lien thereon by proper instrument without charge to Borrower. 23. This Mortgage shall not be assumable by any party purchasing the property encumbered hereby. 22. No waiver of any provision of this Mortgage shall be implied by any failure of Lender to enforce any remedy on account of the violation of such provision, even if such violation by continued or repeated subsequently, and no express waiver by Lender shall be valid unless in writing and specifically stated in the waiver. 21. Borrower and Lender intend and believe that each provision in this Mortgage and the Note secured hereby complies 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 violation of any applicable law, administrative or judicial decision, or public policy, and if such portion should be declared void or unenforceable as written, then it is the intent of Borrower and Lender that such portion shall be given force to the fullest possible extent that it is valid and enforceable, and that the remainder of this Mortgage and said remainder of this Mortgage and said Note shall continue in full force and effect.

20. Borrower represents and agrees that the obligation secured hereby constitutes a lien on real estate which comes within the purview of Illinois Revised Statutes, Chapter 17, Section 6401 et seq., as amended. 19. The Borrower at the request of the Lender shall provide copies of paid bills. 18. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interested in an action at law upon the note hereby secured.

17. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said property. Such appointment may be either before or after sale, 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. 16. The proceeds of a foreclosure sale of the property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in 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 indebtedness added to the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any remaining sums to be paid to the lender, its heirs or legal representatives, as its rights may appear.

15. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose thereon hereof. In any suit to foreclose the indebtedness hereby secured, Lender shall be allowed and included as additional indebtedness in the decree of sale all expenses and examination costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, attorneys' fees, and similar data and assurances with respect to title as Lender may deem reasonable either to proceed with such sale or to evidence the title to the property. 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 default shall continue for ten (10) days, then Lender, at its option, and without the necessity of giving notice or demand, 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 shall not apply.

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 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. 12. As long as any indebtedness secured hereby remains unpaid, in 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 indebtedness secured hereby. 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 Note and the Prior Mortgage shall be subordinated to the rights, liens, 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.

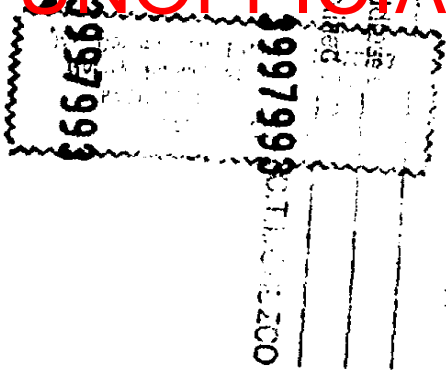
10. All expenditures and expenses incurred by Lender pursuant to this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender agrees to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment hereof, and shall bear interest from the date of disbursement at the rate payable from time to time on an outstanding principal under the Note applicable law. Nothing contained in this Paragraph 10 shall require Lender to incur any expense or take any action hereunder. 9. Lender's interest in the property, including eminent domain, insurable interest, and arrangements involving a bankruptcy or decedent, then and there, shall be subject to the provisions of this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender's interest in the property, including eminent domain, insurable interest, and arrangements involving a bankruptcy or decedent, then and there, shall be subject to the provisions of this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender's interest in the property, including eminent domain, insurable interest, and arrangements involving a bankruptcy or decedent, then and there, shall be subject to the provisions of this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage.

8. Lender shall keep the property in good condition and repair, without waste and free from mechanics' liens or other liens or claims not expressly and the use hereof, unless otherwise provided for, and shall comply with all requirements of law or municipal ordinance with respect to the property and the use hereof. Lender shall have the right to inspect the property at any reasonable time to ensure compliance with the terms hereof. 7. Lender shall have the right to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the property, Lender shall have the right to 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 property to make repairs. 6. Lender's interest in the property, including eminent domain, insurable interest, and arrangements involving a bankruptcy or decedent, then and there, shall be subject to the provisions of this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender's interest in the property, including eminent domain, insurable interest, and arrangements involving a bankruptcy or decedent, then and there, shall be subject to the provisions of this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender's interest in the property, including eminent domain, insurable interest, and arrangements involving a bankruptcy or decedent, then and there, shall be subject to the provisions of this Paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage.

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CAROL MOSELEY BRADY  
REGISTRAR OF TITLES

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CHICAGO TITLE INS. CO.  
G# 990758

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