

Which has the address of 3055 N. Clybourn - Chicago, Illinois 60618

(hereinafter referred to as the "Property Address")

PROPERTY with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, 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 created by this Mortgage and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered, except as disclosed to and consented by the Mortgagor, and Mortgagor will warrant and defend generally the title to the Premises 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 Mortgagor's interest in the Premises.

**IT IS FURTHER UNDERSTOOD THAT**

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, Mortgagor shall:

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish Mortgagor, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as Mortgagor may reasonably require to be insured against under policies 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, in such companies through such agents or brokers and in such form as shall be satisfactory to Mortgagor until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption, such insurance policies, including additional and renewal policies shall be delivered to and kept by Mortgagor and shall contain a clause satisfactory to Mortgagor making them payable to Mortgagor, as its interest may appear, and in case of loss under such policies, Mortgagor is authorized to adjust, collect and compromise, in its discretion, same, upon demand, all receipts, vouchers and releases required of it by the insurance companies, application by Mortgagor of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagor. Mortgagor may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagor shall receive 10 days notice prior to cancellation.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

(g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

(h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

(i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon Mortgagor's life and disability insurance making Mortgagor assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, Mortgagor may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.



**UNOFFICIAL COPY**

UNOFFICIAL COPY

As part of the research strategy, we used a hierarchical approach to analyze the variance between and within the different groups. The first level of analysis was at the individual level, where we examined the relationship between the variables of interest for each participant. The second level of analysis was at the group level, where we compared the mean values of the variables across the different groups. This hierarchical approach allowed us to identify both individual and group-level factors that contribute to the variance in the variables of interest.

3. In the case of a subsidiary to its parent company and the parent company has a subsidiary, the subsidiary of the parent company will be considered as a branch or representative office of the parent company and will not be considered as a separate entity.

1. All rock, mineral, organic and inorganic material that is either solid or semi-solid state at the present time or has been solid at some time in the past.

According to the present theory the following conclusions can be drawn:

and disability insurance making Mortgagor assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, Mortgagor may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

7. Extension of the time for payment or satisfaction or acceleration of the sum secured by this Mortgage granted by Mortgagor to Mortgagor's successors in interest of Mortgagee shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagor shall not be bound to pay such sum or to make such payment or to extend the period for payment or release the original acceleration of the sum secured by this Mortgage to release it on demand made by the original Mortgagor and Mortgagor's successors in interest.

8. Mortgagor, in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of any right or remedy. The procurement of insurance or the payment of taxes or other items or charges by Mortgagor or Mortgagor's successors in interest shall not be a waiver of Mortgagor's right to accelerate the indebtedness secured by this Mortgage.

9. 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.

10. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagor and Mortgagor subject to the provisions of paragraph 3 herein. All covenants and agreements of Mortgagor shall be joint and several.

11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested in Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recording of any documentation necessary to release this Mortgage.

13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

15. If Mortgagor is a corporation Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

16. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at Chicago, Illinois.

*Alfonso G. Rios*  
Alfonso G. Rios

*Zulema Rios*  
Zulema Rios

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

the undersigned

I, \_\_\_\_\_, a Notary Public  
in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Alfonso G. Rios and Zulema Rios,  
as joint tenants

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instruments as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 11th day of \_\_\_\_\_

October, 1988

My commission expires: May 30, 1992

LINCOLN NATIONAL BANK  
3959 LINCOLN AVENUE  
CHICAGO, ILLINOIS 60613

NOTARY PUBLIC

"OFFICIAL SEAL"  
KAY JOHNSON  
NOTARY PUBLIC  
ILLINOIS  
NOV 1987  
EXPIRES NOV 1992