

BOX 333-G  
WHEN RECORDED

# UNOFFICIAL COPY

80134859

MAIL TO:

88134859

LINCOLN NATIONAL BANK  
3959 North Lincoln Avenue  
Chicago, Illinois 60613  
Attention - Real Estate Dept.

SPACE ABOVE THIS LINE FOR  
RECORDED'S USE

LINCOLN NATIONAL BANK  
3959 North Lincoln Avenue  
Chicago, Illinois 60613

15 00

## MORTGAGE

THIS MORTGAGE made this 23rd day of March 19 88, between American National Bank and Trust Company of Chicago, A National Banking Association, as Trustee Under Trust Agreement dated January 28, 1987 and Known as Trust Number 101226-04, and not personally, (hereinafter referred to as "Mortgagor"); and the LINCOLN NATIONAL BANK, a national banking association (hereinafter referred to as the "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Forty-nine Thousand and 00/100 Dollars \$ 49,000.00, which indebtedness is evidenced by Mortgagor's Note date March 23 19 88 (hereinafter referred to as the "Note"); and

WHEREAS, the Note provides for interest to be charged on the balance of principal remaining from time to time outstanding at a rate equal to One percent (1 %) above the rate quoted daily by the First National Bank of Chicago and identified by it as its "prime rate" (or its equivalent).

WHEREAS, The initial interest rate charged under the Note is equal to Nine and One-half percent (9 1/2 %) per annum; and

WHEREAS, the Note provides for monthly payments of Six Hundred Thirty-eight and 44/100 Dollars (\$ 638.44) on the 1st day of each month commencing with May 1st 19 88 with the balance of the indebtedness, if not sooner paid, due and payable on April 1st 19 98; and

NOW, THEREFORE, Mortgagor, to secure the payment of 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 Mortgagor herein contained Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of Cook State of Illinois:

The South 1/3 of that part of Lot 2 lying west of alley in block 4 in Andersonville in the North West 1/4 of the South West 1/4 of Section 8, Township 40 North, Range 14 East of the Third Principal Meridian, (except that part thereof falling within the West 50 feet of section 8 aforesaid, conveyed to City of Chicago, by Deed recorded as Document 10810128 in Cook County, Illinois.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 APR -4 PM 2:41

88134859

THIS INSTRUMENT WAS  
PREPARED BY  
GENE L. TORKELSON  
LINCOLN NATIONAL BANK  
3959 N. LINCOLN AVENUE  
CHICAGO, ILLINOIS 60613

88134859

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same manner and without changing the amount of the monthly payment. Unless such change is by mutual consent, Mortgage 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 payment. In such event and upon failure of Mortgagor to pay the interest premiums, More and disability insurance making Mortgagor eligible to other insurance if Mortgagor shall procure contracts of insurance upon Mortgagor's life

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

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

omission to act.

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

subordinated to the lien hereof.

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

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

prior to acceleration.

shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further, that Mortgage shall receive 10 days notice promptly notice to the insurance carrier and Mortgagor. Mortgage may make proof of loss if not made promptly by Mortgagor. All rental policies shall not exceed Mortgage from making all monthly payments until the incidence is paid in full. In the event of a loss, Mortgagor shall give required of it by the insurance companies; application by Mortgagor of such insurance to the proceeds of any of the preceding or subsequent releases, Mortgagor is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, receipts and releases such policies. Mortgage making them payable to Mortgagor, as its interest may appear, and in case of loss under application of the period of redemption; such insurance policies, including annual and renewable policies shall be delivered to and kept by Mortgagor such sums or portions and in such form as shall be satisfactory to Mortgagor. Until said indebtedness is fully paid, or in the case of foreclosure, the sum of which sufficient either to pay the cost of replacing the same or to be used against under policies providing for payment by the insurance companies or such other hazards, as may reasonably require to be provided property insurance to the property insured against loss or damage by fire, lightning, wind storm

(c) Keep the improvements now existing or hereafter created on the property insured against loss or damage by fire, lightning, wind storm

of this requirement.

with the original or duplicate receipts therefore, and all such items excluded against said property shall be conclusively deemed valid for the purpose and charges to be applied thereon provided said payments are actually made under the terms of said Note, and to furnish Mortgagor, upon receipt, other taxes and charges against the property, including those hereinabove due, (the monthly payments provided in the Note in anticipation of such taxes and charges and shall be all general taxes, special taxes, special assessments, water charges, sewer service charges and

(b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and

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

in addition, Mortgagor shall

and in the Note, and the principal of and interest on any future advances accrued by this Mortgage.

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and like charges as provided.

## IT IS FURTHER UNDERSTOOD THAT

to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

by the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions.

Promises, that the Premises is unencumbered, except as disclosed to and contained by the title abstractor will warrant and defend general.

Mortgagor conveys that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the

improvements with said property (or the easemental estate in this Mortgage is on a leasehold) as herein referred to as the "Premises."

including easements and appurtenances thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of which may affect, interest, and gas rights and royalties, water rights, and all fixtures now or heretofore attached to the property, all of the foregoing

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances,

(hereinafter referred to as the "Property") Address:

which has the address of 5013 N. Ashland, Chicago, IL 60640

Premises under No. 14-08-309-005-0000

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(j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of Mortgagee shall, at the option of Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee may do on Mortgagor's behalf everything so covenanted; Mortgagee may also do any act it may deem necessary to protect the lien hereof; and Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become, so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring Mortgagee to advance any monies for any purpose nor to do any act hereunder; and Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against Mortgagor, or Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of Mortgagor held by Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises en masse without the offering of the several parts separately.

6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to Mortgagor, or any party claiming under him, and without regard to the solvency of Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof, and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at a rate per annum equal to five percent (5%) above the rate quoted daily by the First National Bank of Chicago and identified by it as its "Prime Rate," or its equivalent or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises, all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceeding to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced, or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

**UNOFFICIAL COPY**

MAR 3 1 1988

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NOTICE: EXEMPT UNDER THE FEDERAL RECORDS ACT

AND TRUST COMPANY) or Chicago, and Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument at their own free and voluntary act and acknowledge that they signed and delivered the said instrument as the free and voluntary act and acknowledgment of said Company to said instrument as his own free and voluntary act of said Company, as a corporation seal of said Company.

DO HEREBY CERTIFY, that Peter Jochanssen, Notary Public, in and for said County, in the State aforesaid,  
Vice-President of the AMERICAN NATIONAL BANK

KULA DAVIDSON

STATE OF ILLINOIS  
COUNTY OF COOK (S.)

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

**IN WITNESSE WHEREOF**, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be affixed and attested by its Assistant Secretary, the day and year first above written.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority granted upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood that nothing herein or in said note constitutes or creates any liability on the said Trustee or on said American National Bank and Trust Company of Chicago, excepting any liability on the said Trustee or on said American National Bank and Trust Company of Chicago, created thereby to execute this instrument, and it is expressly understood that nothing herein or in said note constitutes or creates any liability on the said Trustee or on said American National Bank and Trust Company of Chicago, created thereby to pay the said note or to perform any covenant or obligation contained in or expressed or implied herein, or any liability arising out of or in connection with this instrument.

1) A telephone number and address where the holder shall be permitted to file a protest  
2) All reasonable times and places where the right of inspection may be exercised by the premises

ελεύθερης νιψης περιέργειας οι δύο τελευταίες που αναφένται στην παραγράφη για την περιπτώση της παραγράφης η οποία περιέχει μεταξύ άλλων και την επίδειξη της επιτυχίας της παραγράφης.

If the *example* of the *garden* and *house* is not quite sufficient to prove that there is no *difference* between the *two* in the *matter* of *privateness*, we may *add* that the *garden* is *private* because it is *not* *public*, and the *house* is *private* because it is *not* *public*.<sup>1</sup>

to the successive rounded bays, each bay and the tapers between them being divided into three compartments by vertical pilasters.

All remedies provided in this document are confidential and may not be disclosed outside the firm or to third parties.

8 Any liability arising out of or in connection with the performance of or failure to perform any obligation under this Agreement shall not be limited by the provisions of Article 11.

# UNOFFICIAL COPY

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NOTARY PUBLIC

My commission expires:

19

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

uses and purposes herein set forth, including the release and waiver of the right of homestead.

person and acknowledged that he \_\_\_\_\_ signed, sealed and delivered the said instruments as \_\_\_\_\_ free and voluntary act, for the 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

in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT

I, a Notary Public

COUNTY OF COOK )  
) SS,

STATE OF ILLINOIS )

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

or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage  
contained in this Mortgage shall be applicable law, such provisions shall be ineffective only to the extent of such provisions  
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

in or title to the premises subsequent to the date of this Mortgage  
of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagee, acquiring any interest

17. If Mortgagee is a corporation Mortgagee waives any and all rights of redemption from sale under any order or decree of foreclosure

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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(j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of Mortgagor shall, at the option of Mortgagor, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagor's interest in the property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagor may do on Mortgagor's behalf everything so covenanted; Mortgagor may also do any act it may deem necessary to protect the lien hereof, and Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by Mortgagor for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon Mortgagor to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring Mortgagor to advance any monies for any purpose nor to do any act hereunder; and Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagor act as a waiver of Mortgagor's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against Mortgagor, or Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, Mortgagor is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagor hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of Mortgagor held by Mortgagor, and said Mortgagor may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises en masse without the offering of the several parts separately.

6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to Mortgagor, or any party claiming under him, and without regard to the solvency of Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at a rate per annum equal to five percent (5%) above the rate quoted daily by the First National Bank of Chicago and identified by it as its "Prime Rate" or its equivalent or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of Mortgagor for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of presenting all such data with respect to title as Mortgagor may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceeding to which either party hereunto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit in the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced, or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

**7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagor to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor.**

KULA DAVIDSON

**Notary Public, in and for said County, in the State aforesaid.**

DO HEREBY CERTIFY, that Peter Johansen, Vice-President of the AMERICAN NATIONAL BANK  
of New York, U.S.A., is a citizen of the U.S. and who am

**AND TRUST COMPANY** of Chicago, and **S. H. FISHER & DALE**, Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes set forth in the instrument, and **W. C. BROWN**, Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of **THE TRUST COMPANY**, as Trustee as aforesaid, for the uses and purposes therein set forth.

Kelli Davidson  
Notary PUBLIC State of California  
My Commission Expires 12/26/90

day of MAR 31 1988 A. D. 1988

Richard Don-Don  
Notary Public