

COOK COUNTY RECORDER  
88292267  
1998 JUL -5 AM 11:24

# UNOFFICIAL COPY

WHEN RECORDED

MAIL TO:

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

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

LINCOLN NATIONAL BANK  
3959 North Lincoln Avenue  
Chicago, Illinois 60613

## MORTGAGE

14<sup>00</sup>

THIS MORTGAGE made this 27th day of June  
19 88 between Phillip M. Riveria and Mary E. Riveria, his wife

(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 Thousand and 00/100 Dollars (\$ 40,000.00), which indebtedness is evidenced by Mortgagee's Note date June 27, 19 88

(hereinafter referred to as the "Note"), and

One Half percent 1 1/2 % 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 Ten and One-half percent 10 1/2 % per annum, and

WHEREAS, the Note provides for monthly payments of Five Hundred Forty-three and 23/100 Dollars (\$ 543.23) on the 1st day of each month commencing with August 1, 19 88 with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 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: Lot 18 in

Block 1 in Albert Wisner's Subdivision of Lots 13 and 14 in Brand's Subdivision of the North East Quarter of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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

DA 8070093

PROPERTY OF COOK COUNTY RECORDER'S OFFICE

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(i) Pay the premiums for any life, disability or other insurance if Mortgagee shall procure contracts of insurance upon Mortgagee's life and disability insurance making Mortgagee assignee thereunder. In such event and upon failure of Mortgagee to pay the aforesaid premiums, Mortgagee 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.

(h) 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.

(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

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 lien 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 cancellation.

(c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind and storm or such other hazards, as Mortgagee 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 Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including renewal and renewal policies shall be delivered to and kept by Mortgagee and shall contain a clause satisfactory to Mortgagee making them payable to Mortgagee, as its interest may appear, and in case of loss under such policies, Mortgagee is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse Mortgagee from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagee shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagee. All renewal policies shall be delivered at least 30 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 30 days notice prior to cancellation.

of this requirement

(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 Mortgagee, 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

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

2. In addition Mortgagee shall

1. Mortgagee 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.

## IT IS FURTHER UNDERSTOOD THAT

Mortgagee covenants that this Mortgage 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 Mortgagee, and Mortgagee will warrant and defend general-ly 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 Mortgagee's interest in the Premises.

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, including replacemens and additions thereto, shall be deemed to be and remain a part of the property conveyed 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."

THE ABOVE mentioned improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, including replacemens and additions thereto, shall be deemed to be and remain a part of the property conveyed by this Mortgage and all of the foregoing

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Form and Index No. 13-26-215-018-0000

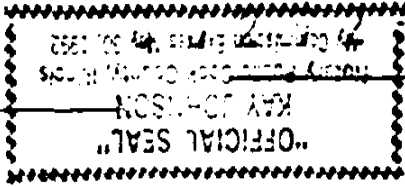
3029 N. Gresham, Chicago, IL 60618

which has the address of

hereinafter referred to as the "Property Address"

4922628

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NOTARY PUBLIC

*Kay Johnson*

My commission expires \_\_\_\_\_

2922267

GIVEN under my hand and notarial seal this 27th day of June, 1988.  
uses and purposes therein set forth, including the release and waiver of the right of homestead.  
person and acknowledged that he is the Y signed, sealed and delivered the said instrument as their free and voluntary act, for the  
personally known to me to be the same person(s) whose name(s) (are) subscribed to the foregoing instrument, appeared before me this day in  
Riveria, his wife  
in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Phillip M. Rivera and Macy E.

1. The Undersigned  
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS  
a Notary Public

Phillip M. Rivera  
Macy E. Rivera  
Macy E. Rivera  
Macy E. Rivera

IN WITNESS WHEREOF, the undersigned have signed this mortgage on the day and year first above written at Chicago, Illinois.  
10. 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 provisions or the remaining provisions of this mortgage.  
11. If Mortgagee is a corporation, Mortgagee 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 Mortgagee, acquiring any interest in or title to the Premises subsequent to the date of this mortgage.  
12. Mortgagee assigns to Mortgagee and authorizes the Mortgagee to appoint for and collect any award or 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.  
13. Mortgagee hereby waives all right of homestead existing 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. Mortgagee shall release this mortgage without charge to Mortgagee. Mortgagee shall pay all costs of recording of any documentation necessary to release this mortgage.  
15. If payment of all sums secured by this mortgage, Mortgagee shall release this mortgage without charge to Mortgagee. Mortgagee shall be deemed to have been given to Mortgagee or Mortgagee when given in the manner designated herein.  
16. If payment of the sums shall be required under applicable law to be given in another manner, any notice to Mortgagee shall be given by mailing such notice by certified mail addressed to Mortgagee at the Property. Address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Mortgagee or Mortgagee when given in the manner designated herein.  
17. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assigns of Mortgagee and Mortgagee subject to the provisions of paragraph 1 hereof. All covenants and agreements of Mortgagee shall be void and severable.  
18. All remedies provided in this mortgage are distinct and cumulative to any other right or remedy under this mortgage or attached to the fee or equity and may be exercised concurrently, independently or successively.  
19. Any foreclosure by Mortgagee in exercising any right or remedy hereunder or otherwise intended by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The payment of insurance or the payment of taxes or other items or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this mortgage.

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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 act 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 a deed 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