

**MORTGAGE**

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89534951



RECORDATION REQUESTED BY:  
Marquette National Bank  
6316 South Western Avenue  
Chicago, IL 60636  
WHEN RECORDED MAIL TO:  
Marquette National Bank  
6316 South Western Avenue  
Chicago, IL 60636

**THIS MORTGAGE IS DATED OCTOBER 17, 1989, between William E. Lucas and Mary Ellen Lucas, his wife, whose address is 6142 S. Justice, Chicago, IL 60636 (referred to below as "Grantor"); and Marquette National Bank, whose address is 6316 South Western Avenue, Chicago, IL 60636 (referred to below as "Lender").**

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or attached buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in companies and franchises); all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and other matters, located in Cook County, State of Illinois (the "Real Property");

Lot 28 and the North 5 Feet of Lot 27 in Block 3 in John Walkers Subdivision of the South East Quarter of the North East Quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.  
The Real Property or its address is commonly known as 5753 S. Sangamon, Chicago, IL 60621. The Real Property tax identification number is 20-17-221-017.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:  
Grantor, Grantor means William E. Lucas and Mary Ellen Lucas. The Grantor is the mortgagor under this Mortgage.  
Grantor. The word "Grantor" means and includes without limitation all guarantors, sureties, and accommodation parties.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.  
**Note.** The word "Note" means the promissory note or real estate agreement dated October 17, 1989, in the original principal amount of \$8,500.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions for the promissory note or agreement. The interest rate on the Note is 12.500%. The Note is payable in 60 monthly payments of \$192.19.

**Personal Property.** The words "Personal Property" mean all real property, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.  
**Property.** The word "Property" means collectively the Real Property and the Real Property.  
**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.  
**Rents.** The word "Rents" means all rents, revenues, income, issues, and profits from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**  
**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.  
**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:  
**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.  
**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance or waste, or suffer any abatement of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.  
**Due on Sale - Consent by Lender.** Lender may at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein, whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land and trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.  
**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage:  
Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to below, and except as otherwise provided in the following paragraph.  
**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:  
**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of a coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or discontinued until a minimum of ten (10) days prior written notice to Lender.  
**Application of Proceeds.** Grantor shall not apply any proceeds of damage to the Real Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security interest in the Property is a part of the proceeds, Lender may apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the satisfaction and repair of the Property.

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DEPT-01 RECORDING  
#4555 TRAN 5404 11/09/89 10:20  
#0306 # E \* -89-534951  
COOK COUNTY RECORDER

Prepared By John P. Mahoney  
Marquette National Bank  
8016 S. Western Avenue  
Chicago, Illinois 60636

This Mortgage prepared by:

GRANTOR:  
William E. Lucas

Mary Ellen Lucas

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor Lender's attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosures.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

the Illinois Uniform Commercial Code.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under

and payable, including any prepayment penalty which Grantor would be required to pay.

Accelerate Indebtedness. Lender shall have the right at the option of Lender to declare the entire indebtedness immediately due

any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, Lender, at its option, may exercise

commitment of any suit or other action to foreclose, or any existing lien on the Property.

Existing Indebtedness. Default of Grantor under any prior obligation or under any instrument on the Property securing any prior obligation, or

insecurity. Lender reasonably deems it necessary to insure.

obligations arising under the guaranty in a number satisfactory to Lender, and, in doing so, cure the Event of Default.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor

dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the

Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of

insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors,

in any other agreement, or condition contained in this Mortgage, the Note, or

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant, or condition contained in this Mortgage, the Note, or

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

DEFAULT. Each of the following, at the option of Lender shall constitute an Event of Default under this Mortgage:

payable, and this Mortgage shall be in default.

Default. If the payment of any installment of principal or any interest on the existing indebtedness is not made within the time required by the note

evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any

under the instruments evidencing such indebtedness, or any default under any security documents for the indebtedness.

Existing Lien. The lien of this Mortgage securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness are a part of this Mortgage:

lender claims of all persons.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the

right, power, and authority to execute and deliver this Mortgage to Lender.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and

encumbrances other than those set forth in the Real Property description or in the existing individual unit below or in any other mortgage

policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default.

treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The

installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be

Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss )  
 COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared William E. Lucas and Mary Ellen Lucas, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed.

Given under my hand and official seal this 17th day of October 1989

By *Janice M. Bates*  
 Notary Public in and for the State of Illinois

Residing at 6316 S. Western Ave., Chgo, IL. 60636  
 My commission expires 12-2-1989

OFFICIAL SEAL  
 JANICE M. BATES  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COM. EXP. 12-2-1989

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