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WHEN RECORDED MAIL TO:

90461406

LINCOLN NATIONAL BANK Consumer Loan Department 3959 North Lincoln Avenue Chicago, Illinois 60613

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### LINCOLN NATIONAL BANK

### **MORTGAGE**

<i>\infty</i> .		ATIONAL BANK Lincoln Avenue	
0	Chicago,	Illinois 60613	
	3959 North Chicago, MOR	TGAGE	
THIS MORTGAGE mad	le this 4th ray of Sept	ember	
19 90 between Thomas	W. Cox and Brenda J. Cox,	A/K/A Brenda J. Brick	, in joint tenancy
			magaranya, pany managa ang atao isa na sanang pipa na maliyyinang pipagang na maliyyi
heremalter reterred to as "Mortga WHEREAS, Mortgagor is in	agor") and the LINCOLN NATIONAL BANK ndebted to Mortgagee in the principal sum of	a national banking association (hereing Ten Thousand and 00/	after referred to as the "Mortgagee").
a. — , , , , , , , , , , , , , , , , , ,		<u> </u>	Oollars
s 10,000.00	), which indebtedness is evider	nced oy mortgagor's Note dated Se	<u>ptember 4 , 19 90</u>
hereinafter referred to as the "No	le"), and		
•	ides for interest to be charged on the bala and one-quarter		o time outstanding at a rate equal to ate quoted daily by the First National
	it as its "prime rate" (or its equivalent).		
	est rate charged under the Note is equal to	eleven and charqua	ctec percent
11.25%) per annum, and		0'	
WHEREAS, the Note provi	des for monthly payments of Two Hund		
Dollars (\$ 219.47	) on the 8th	day of each month commencing wit	
19.90 with the balance of the r	indebtedness, if not sooner paid, due and pi	lyable on Septmeber 8	1995 and
NOW, THEREFORE, Mon	gagor, to secure the payment of the Note.	with interest thereon, the payment of	all other sums with interest thereon
advanced in accordance herewith	n to protect the security of this Mortgage ar	nd the performance of the covenants :	and agreements of Mongagor herein
contained Mortgagor does hareby	mortgage, grant and convey to Mortgagee	the following described real estate loca	sted in the County of Cook
Statu of Illinois			

LOTS 139 AND 140 IN DOTY BROTHERS AND GORDON'S ADDITION TO MONTROSE, BEING A SUBDIVISION OF LOT 4 IN JAMES H. REES SUBDIVISION OF THE SOUTHWEST & OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERI-DIAN, IN COOK COUNTY, ILLINOIS, IN CHICAGO (EXCEPT RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD AND THAT PART INCLUDED IN WOLCOTT'S SUB-DIVISION) IN COOK COUNTY, ILLINOIS:

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

The sulfar or paralle any unlauful use of or any rulesment to early for sold framing to diminish nor impair its value by any act or omission noise into the value by any act or omission

(4) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly of Complete will be associable for a second rice and the second new or at any time in process of eraction upon said properly.

A to does before ouch fromment shall engine. As policies alrest provide Luther that Montgages shall receive 10 days notice prior to cancellation. ges, Martenges may make stead of loss if not made promptly by Mondagor. At remarks policies shall be delivered at or ection tomorg evip lists regarded, and is to know out in list in blood at assistance and attended with the gradual most traper. ton lishe between standards as of sonstiant in the second of the second Manages is authorised to adjust, collect and economies, in its decretion, sign, upon demand, all receipts, vouchers on a release required the second a decree in the party of the part supplied of redemption; such insurance professe, including additional and remaind to delivered to any kept by Mongages auch agents at brains and in such form as shall be setimeted until said indebtedness is fully paid, or it in the case of forectoring until and indebtedness is fully paid, or it in the case of forectoring until and remember while and remember a continuous and training and traini Approved selection of the control of the companies of the such abus hexade, as les pages may nesconatify require to be traused against under policies providing for payment by the insurance companies of (a) Neep the ingrementation of the property insured against Life. Or demand on the principle of fire, lighthing, wind storm or

with the original or deplicate inscription, and sall such lients extended against said proporty as all be conclusively deemed valid for the purpose of Izeupen moqu ,eegaghoM flaimuh of bna (etoM bias to enter et an estatus and es sexal flove to notisepona ni stoth ord in bedring stranges and sexal and sexal grandom. Amendment and sexal description of the sexal sexal description o (a) Pay immediately when due and payable all senses, apader laws, special assessments, water charges, sewer service charges and have and environments of the payable and have a service charges and the service charges are serviced and the service charges and the service charges are serviced and the service cha (a) Prompty report, resister on nebuild any improvement now, or i.e. see har on the property which may become damaged or destroyed.

As a segreth site of the Note of the Charles are no the independent on the Note, and late charges as provided in the Note, and the principal of and interest on any from arbitras secured by this Mongage.

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Addressed (or the instantial control of the instantial are herein referred by the Mongage and all of the longuing control of the property covered by the Mongage and all of the longuing control of the instantial management. Common from and all farmers now or investment and an including the discount of the property of the producting the discountry of the producting of the production of the produc Short and a section of the section of the section of the section of the beautiful to the section of the section

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Which has the address of 5057 N. Kimberly, Chicago, Illinois 60630-1746 Permanent Index No. 13-10-312-019, 020

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- The programment for any life disapplies or other insurance if blonguyor shall produce contract of neutrines ignor blonguyors life and disability insurance making Mortgagee assignee thereunder in such event and upon failure of Mortgager to pay the aforesaid premiums. Vorgagee may pay the promiums 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.
- (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 gramming the constrainments by by laws and regulations of the constrainment documents.
- The part of the handle of 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 indubtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
- 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 in bankrupt or discipling. Mortgagee may do on Mortgager's behalf everything so covenanted, Mortgagee may also do any act it may deem necessary to protect the fien fier iof, and Mortgager 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 fawful 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 sale Fremises 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 he worker, and Mortgagee shall not incur any personal liability because of anything it may do or omit to do herounder 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.
- Inners of the essence hereof, and it default be nace to 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 temperal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filling of a proceeding in bankruptcy by or equinst 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 or niture, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or single, memeral group, then and in any of said events. Mortgagoe is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the prority of said lien or any right of Mortgagoe 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 mortgago indubtedness any monies of Mortgagor held by Mortgagoe, and said Mortgagoe 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.
- Upon the commencement of any foreclosure proceeding hereunder, the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court in which such only filled may at any time, either before or after Grant of the court sale, and without notice to Mortgagor, or any party claiming under him, and without regard to the sulvency 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 holinistead, 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 forec' osure suit and the statutory period of redumption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure rain 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 indebtodness in the decree of sale all expenditures and expenses together with interest thereon at a rate per annum equal to live 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 it 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 aloresaid 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 Mongage 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 Mortgager, 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

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Notary Public	A/K/A	25_	r efood	pue x		 #T TAUT	s <u>i gnesaid,</u> do HEREBY CERTIFY THA				the unders	
			000						1	( ss (	ж	COUNTY OF COC
			9							(	SIC	ITATE OF ILUN
				O)x								

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

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to notibilition or in this literages shall be prohibited or invalid applicable lew, such provision shall be ineflective only to the extent of such prohibition or

anoisivorg ent to enom to eno theve ent in the betace are located and the provisions. In the event one or more of the provisions

.egagitchi ein 👺 chib off of meuposque sezimeni off of all this Mongage, on its own behalf and of Dehalf of each and every person, except decree or judgment creditors of Mongagor, acquining any interest in or

15. If Mongagor is a corporation Mongagor hereby waives any and all rights of redemption from sale under any order or decree of foredosure of

the Premises. Mortgages may a in discretion, apply any such award to amounts due hereunder, or for restoration of the Premises. 14. Montgagos searche and suthonizes the Montgagos to negotiate for and collect any award for condemnation of all or any part of

respondible limes and a cost thereto that be permitted for that purpose Is a sesiment our inspect incide the injury of interesting the Premises and grants to Montgages the right is inspect the Premises at all

pay all costs of recordation of any documentation necessary to release this Mortgage.

liefs togegroth togegroth of etrans entition that Mortgages, Mortgages shall release this Mortgage without charge to Mortgagor. Mortgagor shall

.nieter! betangizeb vennem ent ni nevig neriw eegagnoki vo vogagnoki at nevig naad event in bemeeb ed installs at the such cather address as Mortgages may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall belists arenthes a segregated of belacuper logiscen muter, listim bestärec yor nevig ed lists eegagated of ecton you bar niered behirby the segregated of by mailing-such grant by contined mail addressed to Montgagor at the Property Address or at such other address as Montgagor may designate by notice

nevig ed lishs regulates and action for solutions in moving ed of was electricated under dequired under solution of solution and manner. Any notice to Mortgagor shall be given in another manner, any notice to Mortgagor shall be given Isseves bas Jaio; ed Harla rogagnoM to atnomestas bas atnoneron (IA. Joesel C riquingstas to anciatrore edit di toeldus rogagnoM

Of The coverants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and

equity and may be exercised concurrently, independently or successively. 9. All remedies provided in this Mongage are distinct and cumulative to any other right or remedy under this Mongage or altorded by law or.

spail not be waiver of Mortgages's right to accelerate the indebtedness secured by this Mortgage or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee. Any forberrance by Montgages in exercising any right or remody theunder or otherwise altorded by applicable law, shall not be a warver of

Iseration of the eura secured by this Montage by resear of eny demand made by the original Montagegor and Montagegor's successor in interest