

UNOFFICIAL COPY

WHEN RECORDED
MAIL TO:

90109004

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LINCOLN NATIONAL BANK
3959 North Lincoln Avenue
Chicago, Illinois 60613

15.00

MORTGAGE

THIS MORTGAGE made this 24th day of February 19 90, between Northwest Commerce Bank, a Banking Corporation, trustee under Trust Agreement dated October 8, 1981 and known as Trust Number LT-81-031 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 Eleven Thousand Dollars and NO/100

(\$ 11,000.00 Dollars), which indebtedness is evidenced by Mortgagor's Note dated February 24, 19 90

(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 (1.0 %) 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 Eleven percent (11.0 %) per annum; and

WHEREAS, the Note provides for monthly payments of One Hundred, Fifty Two Dollars and 57/100 Dollars (\$ 152.57) on the 1st day of each month commencing with April 1, 19 90

with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2000; 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 _____ State of Illinois:

Lot 28 and the North 1/2 of Lot 27 in Block 6 in Feuerborn and Klode's Irvingwood being a Subdivision of the West 1/2 of the Northeast 1/4 of Section 23, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS
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Permanent Index No. 12-23-209-043

Which has the address of 3823 N. Pontiac - Chicago, Illinois 60634

(hereinafter referred to as the "Property Address")

TOGETHER 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 covered 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 Mortgagee, and the 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 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 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 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 additional 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 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 Mortgagee. Mortgagee 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 Mortgagee 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.

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MAR 12 1990
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILLINOIS

