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WHEN RE RECORDED

LINCOLN NATIONAL BANK Consumer Loan Department 3959 North Lincoln Avenue Chicago, Illinois 60613 M2330

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LINCOLN NATIONAL BANK

3959 North Lincoln Avenue Chicago, Illinois 60613

MORTGAGE

/1	500

THIS MORTGAGE made	his 24th day of_	February			
19 90 between Northwes dated October 8, 198	r Commerce Bank.	a Banking Corpo	ration, trustee	under Trust personally	Agreement
(hereinafter referred to as "Mortgago WHEREAS, Mortgagor is inde	or") and the LINCOLN NATIO	NAL BANK, a national bacipal sum ofEleve	inking association (hersing Phousand Doll	alter referred to as the Lars and NO/10	e "Morigagee"). 00
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Dollars
(\$ 11,000.00), which indebtedne	ess is evidenced by Morte	pagor's Note dated Fe	xuary 24	19 90
(hereinafter referred to .s he "Note WHEREAS, that I'- a provide); and	on the balance of princip		o time outstanding at	
Bank of Chicago and identiff of by it whereas, the initia inforest (11.0%) per annum; and whereas, the Note provide.	rate charged under the Note	is equal to	fty Two Dollars	Eleven	percen
Dollars (\$ 152.57) on the LSC	day of eac	ch month commencina wil	h April 1,	
19 90 with the balance of the ind NOW, THEREFORE, Montger advanced in accordance herewith to contained Montgagor does hereby mo State of Illinois:	gar, to secure the payment of protect the security of this h	of the Note with interest Mortgage, and the perfor	thereon, the payment of mance of the covenants	and agreements of M	ortgagor herein
Lot 28 and the North being a Subdivision of Range 12, East of the	of the West 's of '	the Northeast 4	or Section 23,	Township 40	North,

COOK COUNTY, ILLINOIS

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Permanent Index No. 12-23-209-043 Which has the address of 3823 N. Ponti	ac - Chicago	o, Illinois 60	1634	· · · · · · · · · · · · · · · · · · ·
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(hereingiter referred to as the "Property Address")

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

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and at a sements, inginis, apparentments, white invalidities, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the orderly, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage as at all of the toragoing 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 seised of the estate hereby conveyed and has the right to municiple, 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 restrictor. (Isted in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- 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.
 - 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 therefore, and all such items extended against said property shall be conclusively deemed valid for the purpose of
- (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 policles 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 tully 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 suthorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and release 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 Mortgager 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 properly.
- (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other iten or claim of iten not expressly sted to the iten 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 Profiless and the use thereof.
- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

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c macts of insurance upon Mortgagor's file and (i) Pay the premiums for an disability insurance making Morgagos assigned dereunder. In such containing the faith of the age or to pay the aforesaid premiums, Mortgages may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repeid in the saine 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 creor governing the condominium, the by-laws and regulations of the condominium and the constituent documents.

 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 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 Mortgages, 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' lees and expenses, by Mortgages for any of the above purposes and such monies together with interest thereon at the nighest 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 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 preceded 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 Mortgagee 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 filling of a proceeding in bankruptcy by or against Mortgagor, or Mortgagor shall make an assignment for the benefit of his creditors or if the property be placed under control of or in custody of our or officer of the government, or if Mortgagor abandons the Premises. his creditors or it 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 empowere 1 at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, without notice 2 su has secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said more, ge indebtedness any monles 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 commercement of any foreclosure proceeding herounder, the court in which such bill is filed may at any time, either before or after 6. Upon the commer cenent of any foreclosure proceeding herounder, the court in which such bill is filed may at any time, either before or after sale, and without notice to horty processor, 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 that 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 collection when the best processor 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 Promises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and it 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 at a receiver but he may elect to terminate any lease junior to the lien hersot; 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 6 said Premises, there shall be allowed and inclu led 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 and (5%) above the rate quoted daily by the First National Bank of Chicago and identifi Interest thereon at a rate per annum equal to five pure at (5%) above the rate quoted daily by the First National Bank of Chicago and identified by it as its "Prime Flate," or its equivalent or if said rate of kiterest in 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 attor leys' less, 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 biddors at which held pursuant to such decree the true title to or value of said Premises; all of which atoresaid amounts together with interest as herein provided, he' be immediately due and payable by Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceeding to which either party hineto 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? An office of the accurate of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any sult or receding 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 smid Premises there shall first be paid out of the proceeds thereof all of the aforesald items, then the entire indebtedness whether due and payable if 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 purchas or shall not be obliged to see to the application of the purchase money

Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to successor in interest of Mortgagor shall not operate to release in any maline the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagoe 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 Mortgago by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.

8. Any forbearance by Mortgagee in exercising any right or remedy hereur Jer or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or are payment of taxes or other liens or charges by Mortgagee shall not be waiver of Mortgagee's right to accelerate the indebtedness secured by this for age.

All remedies provided in this Mortgage are distinct and cumulative to any cities right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and rigagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mongagor's shall be joint and several.

11. Except to the extent any notice shall be required under applicable law to be given in anotice? The analysis of Mortgagor shall be given by maling such notice by certified mail addressed to Mortgagor at the Property Address or at such other and any notice to Mortgagor shall be given to Mortgagoe as provided herein and any notice to Mortgagoe shall be given by certified mail, return motion in requested to Mortgagoe and designate by notice to Mortgagoe as provided herein. deemed to have been given to Mortgagor or Mortgagoe when given in the manner designated herein.

12. Upon payment of all sums secured by this Mortgage, Mortgages shall release this Mortgage with u charge to Mortgagor. Mortgagor shall all costs of recordation of any documentation necessary to release this Mortgage.

13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagoe the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for cor definition 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.

15. If Mortgagor is a corporation Mortgagor hereby waives any and all rights of redemption from sale under any order (7 c scree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, equining any interest in or title to the Premises subsequent to the date of this Mortgage.

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 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 provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at Chicago, Illinois MORTHWEST COMMERCE BANK, A Corporation not individually but as getoe under a certain trust agreement 1981 and known as Northwest Commerge Bank Trust # 501.03 STATE OF ILLINOIS Vimewook Title AVF+C COUNTY OF COOK a Notary Public the undersigned Kathleen J. Harris, Trust Officer in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT_ and Debbie Wisniewski, A.V.P. and Cashier personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the loregoing instrument, appeared before me this day in ___ signed, sealed and delivered the said Instruments as , their free and voluntary act, for the person and acknowledged that ____ t he y uses and purposes therein set forth, including the release and walver of the right of homestead GIVEN under my hand and notarial soal this 34th day of February Sheri O. Drews ptary Public, State of Illinois Commission Expires 12/3/91

NOTARY HUBLIC

Form 10311 Transcraft Co.-Ci

My Co