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WHEN RECORDED MAIL TO:

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

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

LINCOLN NATIONAL BANK

3959 North Lincoln Avenue Chicago, Illinois 60613

MORTGAGE

THIS MORTGAGE mode this 12th day of April 19 91 botwoon Vladimir Bulaja and Milika Bulaja, his wife and Goran Bulaja, a bachelor,
as joint tenants
(horeinafter 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 Thousand Dollars and NO/100
(\$ 10,000,00), which indubtedness is evidenced by Mortgagor's Note dated April 12 19 91
(\$ 10,000,00), which indebtedness is evidenced by Mortgagor's Note dated Apr:11 12 , 19 91 (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 and One-Quarter percent (1.25%) above the rate quoted daily by the first National
Bank of Chicago and identified by n. or n.; "prime rate" (or its equivalent).
WHEREAS, the initial interest, at: charged under the Note is equal to
(10,25 %) per annum; and
WHEREAS, the Note provides for mon niv payments of Three Hundred, Twenty Four Dollars and 62/100
Dollars (\$324,62) on the 17th day of each month commencing with May 17 19 91 with the balance of the indebtedness, if not seener paid, due and payable on April 17 , 1994; and
NOW, THEREFORE, Mortgagor, to socure 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 his Mortgage, and the performance of the covenants and agreements of Mortgagor herein
contained Mortgager does hereby mortgage, grant and conve, to Mortgagee the following described real estate located in the County of Cook
State of Illinois.
The West Half of the South Half of Let 12 in Block 1 in Hield and Martin's Addison Avenue Subdivision of the North Third of the North Half of the South East Quarter of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian,
in Cook County, Illinois.
in Cook County, Illinois.
T
Permanent Index No. 13-21-401-065
Which has the address of 4912 W. Eddy - Chicago, Tilinois 60641
(househouse the selection of the selecti
(horeinalter 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 projects, 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 if the foregoing fogother with sald property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgager covenants that Mortgager is lawfully selsed 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 Mortgagers, and the Mortgager will warrant and defend

generally the title to the Premises against all claims and domaids, subject to any declarations, easuments 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:

- . 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 heretolore 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 Mortgageo, 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 horeafter proceed on the property insured against loss or damage by fire, lightning, wind storm or (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 policius 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 priid, or in the case of foreclosure, until expiration of the period of redumption, 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 hareby secured shall not excuse Mortgager from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgager shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgager. 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.
- (a) 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.

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

(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 unit 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 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 prop any 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 down 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 "is 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 sur is secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgagor in a solver of Mortgagor held by Mortgagoe, and said Mortgage 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 it of any foreclosure proceeding herounder, the court in which such bill is filled 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 an 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 of said Premises during the pendency of such foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other it as a necessary for the protection and preservation of the Premises, including the expenses of such indebtedness, costs, taxes, insurance or other it as 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 a tree inverted by the appointment or entry in possession of a 1 secivar but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, thore shall be allowed and included as an existional 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 interest in premitted by sate law, then to the highest rate permitted by sate law, which may be paid or incurred by or in behall of Mortgagoe for attorneys? (6 as, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after

7. Extension of the time for payment or modification or amortization of the suns secured by this Mortgage granted by Mortgager to any successor in interest of Mortgagor shall not operate to release in any manner the liat it you the original Mortgagor and Mortgagor's successor in interest. Mortgage shall not be required to commence proceedings against such successor or revise to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage 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 hereunder or other is 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 the payric to taxes or other liens or charges by Mortgagee shall not be waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remery under this Mortgage or alforded 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 stic essors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be a bint and several.

11. Except to the extent any notice shall be required under applicable law to be given in another manner, ary notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address a Mortgagor may designate by notice to Mortgagoe as provided herein and any notice to Mortgagoe shall be given by certified mail, return receipt requested. Mortgagoe's address stated herein or to such other address as Mortgagoe may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgagoe shall be 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, Mortgagee shall release this Mortgage without charge to Mortgagor, Mortgagor shall pay all costs of recordation of any documentation necessary to release this Mortgage.

13. Mortgager hereby waives all right of homestead exemption 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. Mortgagor assigns to Mortgagoe and authorizes the Mortgagoe to negotiate for and collect any award for condemnation of all or any part of the Premises. Mortgagoe 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 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 Mortgagor, acquiring 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.

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Goran Bulaja	30	luza	·		Vladi. 	mir Bul	aja~				
Milika Bulaja											
STATE OF ILLINOIS)										
)	SS									
COUNTY OF COOK)										
1							the undersigned			, a No	tary Public
in and for said county, in the Sand Goran Bulaja,						Bulaja	and	Milika	Bulaja,	his	wife
personally known to me to b						to the forego	oing ins	strument, ap	ppeared befor	o me I	his day in
person and acknowledged that	ıt	the <u>y_</u>	signed, s	ealed and deliv	ered the said In	istruments a	s <u>th</u>	eir	free and volu	ntary a	act, for the