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WHEN RECORDED MAIL TO:

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

COOK COUNTY HE ROLL FILED FOLLS

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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 made thus 20th day of May
19 91 between Charles J. Goforth and Norma J. Goforth, his wife
(herenafter referred to as 'Mortgagor') and the LINCOLN NATIONAL BANK, a national banking association (hereinafter referred to as the 'Mortgagor') WHEREAS, Mortgagor is included to Mortgagor in the principal sum of Thicty-Five Thousand Three Hundred Dollars and NO/103————————————————————————————————————
(\$ 35,300.00), which indebtedness is evidenced by Mortgagor's Note dated Hay 2019 91
(hereinafter referred to as the "N" p"), and WHEREAS, the Note pm ride; 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 Contents (1-25 %).
Bank of Chicago and identified by it as its pome rate (or its equivalent). WHEREAS, the initial interest rate of anyed under the Note is equal to
NOW, THEREFORE, Mongagor, to secure the playment 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 Mongage, and the parformance of the covenants and agreements of Mongagor hereicontained Mongagor does hereby mongage, grant and conving to Mongagee the following described real estate located in the County of Cook. State of flinois Lot 6 in Block 2 in James Rood Jr. 5. Subdivision of Blocks 17 and 20 in the
Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
Permanent index No. 14-19-213-026 Which has the address of 3846 N. Hechitage, Chicago, Illinois 50613

Permanent index No	14-19-213-026		€ [*
	711:	Sec. 50013	
Which has the address of	3846 N. Hermitage, Chicago, IIIIm	115 00013	<u> </u>
			/ 1

(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, appullenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all oil which encluding 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 Morigage is on a leasehold) are herein referred to as the "Premises

Morigagor covenants that Morigagor is lawfully seised of the estate hereby conveyed and has the right to morigage, grant and convey the Premises, that the Premises is unencumbered except as disclosed to and consented by the Morigagee, and the Morigagor 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:

- Mortgagor shall promptly pay when due the principal of and interest on the indebtodness: evidenous 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, Morrgagor 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 tases, special taxes, special assessments, water charges, sewer service charges and other takes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such takes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish Morrgagee, upon request with the original or duplicate receipts therefore, and all such items extended against said properly 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 tire, lightning, wind storm of such other hazards, as Mortgagee may reasonably require to be insured against under policies providing for payme mones sufficient either to pay the cost of replacing or repaining the same or to pay in full the indebtedness secured hereby, in such or such agonts or brokers and in such form as shall be satisfactory to Mongagee, 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 icies. 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 Moragagor from making all monthly payments until the indebtedness is paid in full, in the event of a loss, Mongagor 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 ce shall expire All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.

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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 aloresaid 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.

(i) 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 toreclosing this Mortgage and be paid out of the rents or proceeds of safe 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 morties 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 Mortgage or to proceed to foreclose this Mortgage.
- 5. Time is at the assence hereof, and it 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 unit 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 priphin 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, Mortgagoe is hereby authorized and empowered, it fir option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagoe hereunder, to declare, without notice all sums size and hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage with our capital proceed to foreclose this Mortgagoe, and in any fix y losure a sale may be made of the Premises en masse without the offering of the several parts separately.
- 6. Upon the commencement of any loreclosure proceeding hereunder, 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 he 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 redamption, and such rents, issues and profits, viner collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other inclusive excessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deliciency decree whether there by 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 stritute 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 expiral on 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 let 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 indebtedness in the decree of sale all expenditures and expenses together with interest thereon at a rate per annum equal to five percent (5%) so re 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 Mortgages for attorneys it es, 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 Mortgages may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any safe held, ursuant to such decree the true title to or value of said Premises; all of which taid amounts together with interest as herein provided shall be immediating due and payable by Mortgagor in connection with (a) any proceeding. including a probate or bankruptcy proceeding to which either party hereto shall bur 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 arcrual 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 areatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises of the security hereof and out of the proceeds thereof all of the aboresaid items, then the entire indebtedness whether due and payable by the terms by real or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to Mongagor, and the purchaser shall not be of Food to see to the application of the purchase money.
- 7. Extension of the time for payment or modification or amortization of the sums of used by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to refease in any manner the liability. If the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refer a 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 Nortgagor's successor in interest.
- 8. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise alloy led 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 payment of the exercise of other liens or charges by Mortgagee shall not be waiver of Mortgageo's right to accelerate the indebtedness secured by this Mortgage.
- All remedies provided in this Mongage are distinct and cumulative to any other right or remedy under this Mongage 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 inute to, the respective succersors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and Jeneral.
- 11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice. A Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein and any notice to Mortgagor as provided mail, return receipt requested to Mortgagor's address stated herein or to such other address as Mortgagor may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgagor shall be deemed to have been given to Mortgagor or Mortgagor when given in the manner designated herein.
- 12. Upon payment of all sums secured by this Mortgage, Mortgage shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay 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 Mortgagee 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 condemnation 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 or decree of foredosure 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 invalid. Without invalidating the registroops of this Mortgage.

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, Minois.				
Charles J. Color	La Lafartte	Morma J. Goloctio Hafarth		
STATE OF ILLINOIS	3			
) SS			
COUNTY OF COOK	}			
f	the undersigned			
in and for said country in the	State aforesaid DO HEREBY CERTIFY THA	T Charles J. Goforth and Norma J. Goforth,		

his wife