

SPACE ABOVE THIS LINE FOR RECORDER'S USE

3834538

NOTE IDENTIFIED

WHEN RECORDED
Friedland PR

LINCOLN NATIONAL BANK
3959 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60613
ATTENTION - REAL ESTATE DEPT.

LINCOLN NATIONAL BANK
3959 North Lincoln Avenue
Chicago, Illinois 60613

M O N I T O R

THIS INTEREST MADE THIS 23 day of October, 19 89, between Brian Wilson and Vera Wilson his wife

(hereinafter referred to as "Mortgagor") and the LINCOLN NATIONAL BANK OF CHICAGO (hereinafter referred to as "Mortgagee").

Mortgagee is indebted to Mortgagee in the principal sum of one hundred thirty-five thousand and 00/100

DOLLARS (\$ 135,000.00), which indebtedness is evidenced by Mortgagee's Note dated October 23, 19 89, (hereinafter referred to as the "Note") and

interest thereon to be accrued on the balance of principal amounting from time to time and including all interest of twenty and five hundredths

percent (9.50 %) and including October 31, 1990 from the date hereof

under the initial interest rate charged under the Note. Interest shall be charged on the balance of principal from time to time and including all interest of twenty and five hundredths percent (9.50 %) and including October 31, 1990 from the date hereof

under the initial monthly payments of one thousand one hundred twenty six and 24/100 Dollars (\$ 1,126.24) on the 1st of each month commencing with November 1, 1989 with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 19 89.

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72-28-207- F1 Bill

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shall be conclusively deemed valid for the purpose of this requirement. or duplicate receipts thereof, and all such items extended against said property terms of said Note), and to furnish Mortgages, upon request, with the original to be applied thereto provided said payments are actually made under the monthly payments provided in the Note in satisfaction of such taxes and charges and charges against the property, including those heretofore due, (the taxes, special assessments, water charges, sewer service charges and other (b) Pay immediately when due and payable all general taxes, special

(a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.

2. In addition, Mortgages shall:

1. Mortgages 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.

IT IS FURTHER UNDERSTOOD THAT:

Mortgagee consents the Mortgagee to lawfully borrow of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises be unincumbered and Mortgagee will warrant and defend generally the title to the Premises against all claims and demands, except to any encumbrances or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Premises.

to be the "Premises." (c) or the Tax Assessor's office. If the Mortgagee is on a separate parcel referred to in addition 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 and attached to the property, all of which including replacement interests, oil and gas rights and profits, water rights, and all fixtures to the property, and all easements, rights, appurtenances, rents royalties, ROYALTIES with all the improvements now or hereafter erected on or attached

(herein "Property Address").

which has the address of 701 Prairie Park Ridge, Illinois 60068

Government Tax No. 09-55-112-006-0000

Lot Three (3) in Block Eight (8) in Union Addition to Park Ridge, being a Subdivision of the North East Quarter (1/4) of the North West Quarter (1/4) of Section 35, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

that estate located in the County of Cook, State of Illinois, does hereby mortgage, grant and convey the Mortgagee the following described of the conveyance and agreements of Mortgagee herein contained. Mortgagee accordance herewith to protect the security of this Mortgage, and the performance thereon, the payment of all other sums with interest thereon advanced in NOW, THEREFORE, Mortgagee to secure the payment of the Note with interest

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04/20/2011

In the case of a failure to perform any of the covenants herein, or if any action or proceedings be commenced with respect to the mortgage, interest in the property, including, but not limited to eminent domain, insolvency, foreclosure, or arrangement or proceedings involving a bankrupt or decedent, mortgagor may do on mortgagor's behalf everything so covenanted; mortgagor may also do any act it may deem necessary to protect the lien hereof; and mortgagor

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 approval of mortgagor shall, at the option of mortgagor, 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.

(j) In the event this mortgage is on a note in a condominium, performance 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.

(i) Pay the premiums for any life, disability or other insurance which mortgagor shall procure contracts of insurance upon his life and disability insurance including mortgage and other insurance. In such event and upon failure of mortgagor to pay the required premiums, mortgagor may pay the premiums for such insurance and add said payments to the principal without charging the amount of the monthly payments, unless such change is by mutual consent.

(ii) Comply with the provisions of any lease if this mortgage is on a leased lot.

(g) Comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

(f) Not suffer or permit any unlawful use of or any nuisance to exist on said premises nor to diminish or impair the value by any act or omission to act.

(e) Keep said premises in good condition and repair with-out waste and from any incumbrances or other lien or claim not expressly authorized to the lien hereof.

(d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

(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 hazard, as mortgagor may reasonably require to be insured against under policies providing for payment by the insurance companies of moneys 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 mortgagor, with said indebtedness as fully paid, or in the case of foreclosure, with expiration of the period of redemption; such insurance policies, including additional policies and renewal policies shall be delivered to and kept by mortgagor and shall contain a clause satisfactory to mortgagor, as its interest may appear, and in case of loss, under such policies, mortgagor is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, vouchers and releases and to ratify and to pay the insurance companies; application by mortgagor of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse mortgagor from making all monthly payments with the independent decisions as paid in full. In the event of a loss, mortgagor shall give prompt notice to the insurance carrier and mortgagor may make proof of loss if not made promptly by mortgagor. All renewal policies shall be delivered at least 10 days before such insurance policy expires. All policies shall provide further that mortgagor shall receive 10 days notice before expiration to cancellation.

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REC-1048

15. If Mortgagee is a corporation Mortgagee 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 decedent or judgment creditors of Mortgagee, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

14. Mortgagee 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.

13. Mortgagee 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.

12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagee. Mortgagee shall pay all costs of recording of any documentation necessary to release this Mortgage.

11. Except to the extent any notice shall be required under applicable law to be given in another manner any notice to Mortgagee shall be given by mailing such notice by certified mail addressed to Mortgagee at the property address as provided herein and any notice to Mortgagee shall be given by certified mail, returned requested to Mortgagee by address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or Mortgagee when given in the manner designated herein.

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

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

8. Any foreclosure by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or prejudice to any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

7. Extension of the time for payment or satisfaction or amortization of the sum secured by this Mortgage shall not operate to release in any manner the liability of the original Mortgagee and Mortgagee's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or to extend the time for payment or satisfaction of the original Mortgagee by reason of any demand made by the original Mortgagee and Mortgagee's successor in interest.

6. Together with interest as herein provided shall be immediately due and payable by Mortgagee 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 Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the debt or 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 thereon up to the time of such sale, and the overplus, if any, shall be paid to Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

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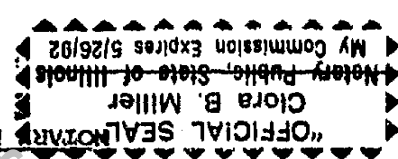
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60 21 00

NOTARY PUBLIC
CLORA B. MILLER
MY COMMISSION EXPIRES 5/26/92

Property of Cook County Clerk's Office



My commission expires:

Clora B. Miller
"OFFICIAL SEAL NOTARY PUBLIC"
Clora B. Miller
Notary Public, State of Illinois
My Commission Expires 5/26/92

GIVEN under my hand and notarial seal this 23RD day of OCTOBER, 19 89

personally known to me to be the same persons(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT BRIAN WILSON AND TAMARA H. WILSON, HIS WIFE

STATE OF ILLINOIS)
COUNTY OF COOK)

Brian Wilson
Brian Wilson
Tamara H. Wilson
Tamara H. Wilson, his wife

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

17. It is the intent hereof to secure payment of the Note.
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.

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2/14/93

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1989 OCT 23 PM 3:08
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

Submitted by _____

Address _____

Policed _____

Department to _____

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Address _____

Deliver duplicate Trust

Deed to _____

Address _____

Notified 3834538

en

CHICAGO TITLE INS.
C#

72-28-727

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PROCESSED