*RETURN MAIL UNOFFICIAL COP95701 16 001 Page 1 of

ditech.com

3200 Park Center Drive, Suite 150 🕹 Costa Mesa, CA 92626

2001-02-05 14:53:46 Cook County Recorder



Prepared by: Shenea Nellum

MORTGAGE

THIS MORTGAGE is made this 30 David R. Walker And Racquel R. Christin

day of December

. 2000

, between the Mortgagor,

GMAC Mortgage Corporation DBA ditech.com

existing under the laws of Commonwealth of Pennsylvania 3200 Park Center Dr. Suite 150, Costa Yesa, CA (herein "Borrower"), and the Mortgagee,

, a corporation organized and , whose address is

(herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 24,300.00 , which indebtedness is evidenced by Borrower's note dated December 30, 2000 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 1, 2026

TO SECURE to Lender the repayment of the indebtedness evidenced by 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 Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Bu Page Cock

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PARTHEREOF

LOT 12 IN GRANT'S SUBDIVISION OF LOTS 13. 14. 35 AND 36 (EXCEPT TH NORTH 7 FEET OF LOTS 13 AND 14 DEDICATED FOR STREET) IN BROADVIEW SUBDIVISION, SECTION 22. TOWNSHIP 39 NORTH. RANGE 12. EAST OF THE THIRD PRINCIPAL MÉRIDIAN. IN COOK COUNTY WILLINGIS.

PIN: 15-22-201-022

Parcel ID #:

which has the address of 2246 South 15th Avenue

BROADVIEW

,MGVVQA/FYA/SYVA/QAYA/Y [City]

Illinois 60155-

[ZIP Code] (herein "Property Address");

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

D-76(IL) (9608)

Form 3814

VMP MORTGAGE FORMS - (800)521-7291



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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates there it. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments o the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Leader, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state accounty (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance promiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to nake such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Leader shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise a quired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to 1 adder by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, apon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Linder pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur ary expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award c. claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Voiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand marke by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

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this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower an's to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVEN ANTS. Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Remedics. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cired; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sum, secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform borro ver of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if. (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all cosonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Porrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.



nitials: 1 (Form 3814 UNOFFICIAL COPPOS6701

REQUEST FOR NOTICE OF DEFAULT -AND FORECLOSURE UNDER SUPERIOR-MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

under the superior encumbrance and of any sale or other f	oreclosure action.	form on page one	of this Mortgage, of any defaul
IN WITNESS WHEREOF, Borrower has executed the	his Mortgage		
	()		
	* X / L	X/ 7 (1)	
	David R. W	al ker	(Seal)
	* The		lestia
	Racquel R.	Christin	-Borrowei
0			-Dollow¢i
200		 	(Seal)
			-Bollowet
DO OF			(Seal)
•	Cook		(Sign Original Only)
STATE OF ILLINOIS, I, JO SEFINA O. TESOPO	COOK	County ss:	
a Notary Public in and for said county and state do here by	certify that		,
- DAVIO R. WALKEN AND	RACOUEL	R. CHAIS	Ein
Service And			
subscribed to the foregoing instrument, appeared before me	, personally kno e this day in person,	wn to me to be the and acknowledged	same person(s) whose name(s) that THEY
signed and delivered the said instrument as THEIR	free and voluntar	ry act, for the uses	and purposes therein set forth.
•	diy of	DECEMBER	., abo .
My Commission Expires: 7-7-2002			1 hours
	Notary Public		
OFFICIAL SEAL JOSEFINA C. TESORO		3	
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-7-2002		($\mathcal{O}_{\mathbf{r}}$
3 HI COMMISSION EXPIRED 1-1-2002 3			

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ACKNOWLEDGMENT

000652394356		
STATE OF IL		
COUNTY OF Du Page		
On DEC. 30, WAD before me. JOS	acina A. Man	
Date	Name of Notary Public	, personally appeared
David R. Walker, Racquel R. Christin		_
Ox		
to be the person(s) whose name(s) is/are to me that he/she/they executed the same his/her/their signature(s) on the instrume person(s) acted, executed the instrument.	e subscribed to the within instrum ne in his/her/their authorized cap that the person(s), or the entity upon	ent and acknowledged acity(ies), and that by on behalf of which the
	0(1)	
	77/	
OFFICIAL SEAL JOSEFINA C. TESORO NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-7-2002	WITNESS my hand and official sen	Opposition
Notary Seal	SIGNATURE OF NOTARY MY COMMISSION EXPIRES ON:	7-7.2002
	on the second se	
DESCRIPTION OF ATTACHED DOCUMENT	:	
Title or Type of Document: Deed of Trust Document Date: 12.30.00 Signers other than named above:	or Mortgage Number of Pages: 5	

ACKNOW

makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.	•
AGREEMENT, made this 24th day ofMARCH	
JOSEPHINE DOZIER A.K.A. JOSEPHINE JOHNSON	The state of the s
FRANCINE DIXON	•
WITNESSETH, that if Purchaser shall first make the	Purchaser:
warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated and State of ILLINOIS described as follows:	uated in the County of
LOT 30 IN SLOCK 7 IN SURKEYBROOK, BEING A SUBDIVISION OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANG EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE THEREOF RECORDED APRIL 19, 1973 AS DOCUMENT NO. 222962 COOK COUNTY, ILLINOIS.	OF PART E 14,
Permanent Real Estate Index Number(s): 32-25-14-030	·
Address(es) of prenices: 1640 E. 216th PLACE, SAULK VILLAGE, IL. 6041	
and Seller further agrees to furnish to Purchaser on or before APRIL 30th 188 the following evidence of title to the premises: (a) Owners title insurance policy in the amount of TITLE CO. OF CELLERS CHOICE, (b) certificate of title issued by the Registrar of T Illinois, (c) merchantable ab tice of title*, showing merchantable title in Seller on the date hereof, subjectified below in paragraph I. Ar i Purchaser hereby covenants and agrees to pay to Seller, at such platime to time designate in writing, and antil such designation at the office of IOSEPHINE DOZI	the price, issued by itles of Cook County, ect only to the matters
9722 SOUTH MORGAN, CHICAGO, ILLINOIS 60643	
the price of NINETY EIGHT THOUSAND AND NO/100	<u></u>
DOWN PAYMENT, (\$6,000.00) TOGETHER WITH PRINCIPAL AND IN AMOUNT OF \$992.68 WITH TALL ISCROWS OF \$209.60, TOTALING SIST OF EACH MONTH UNTIL APRIL 1, 2002, TWENTY FOUR MONTHS DESCRETION OF THE SELLER THIS CONTRACT MAY BE EXTENDED. TO WITH INTEREST PAYMENTS ARE TAMMERT ZED OVER 30 YEARS.	OOLLARSAS NTEREST IN THE \$1,201.68 THE F(24). AT THE THE PRINCIPAL
Posterition of the premises thall to delivered to Purpose on A 2DIL 1 2000 120 15 DUC	H-LWIN STREET
FS MUTUALLY AGREEABLE , provided that P richase: is not then in default up	nder this agreement
Refits, water taxes, insurance premiums and other similar items are to be a divisted pro-rate or of the details.	and agreement.

delivery of possession of the premises. General taxes for the year xx 2000e to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainab e, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

- 1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 2001 and subsequent years and all taxes, special assessments and special taxes levied after '... date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under the special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under the special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under the special assessments and special assessments are special assessments and special taxes levied after '... date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all persons claiming by, through or under the special assessments are special assessments and special taxes levied after '... date hereof; (d) all installments of the special assessments are special assessments. Purchaser; (d) casements of record and party-walls and party-wall agreements, if any; (e) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways,
- 2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special as essments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Fu chaser shall deliver to Seller duplicate receipts showing timely payment thereof.
- 3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither suffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at ___12 _ per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's liver or other lien to attach to or be against the premises, which shall or may be superior to the rights of Seller. Burney Brillian Brown of the of the file

- complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, or all or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.
- 6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.
- 7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivery of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.
- 8. No extension, change, modification or amendment to or of this agreement of any kind whatsoever shall be made or of the extension, change, modification of amendment to of of this agreement of any kind whatsoever shall be made of claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, as shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties
- 9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.