

UNOFFICIAL COPY

MORTGAGE

14 00

THIS INDENTURE WITNESSETH: That the undersigned

THE MIDWEST BANK AND TRUST COMPANY

a State Banking Association

a corporation organized and existing under the laws of the STATE of ILLINOIS, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated DECEMBER 9, 1983, and known as trust number 83-12-4294, hereinafter referred to as the Mortgagor, does hereby Mortgage to

BROOKFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit: SEE LEGAL RIDER ATTACHED HERETO AND MADE A PART HEREOF:

LEGAL RIDER

PARCEL 1:

LOTS 8, 9, 10 AND 11 AND THE WEST 1/3 OF LOT 7 IN BLOCK 1, IN HARLEM, BEING QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF RAILROAD AND SOUTH OF LAKE STREET, COOK COUNTY, ILLINOIS.

(The interest herein as to PARCEL 2 is a Leasehold interest)

PARCEL 2:

THAT PART OF THE WEST TWO THIRDS OF LOT 6 AND THE EAST TWO THIRDS OF LOT 7 IN BLOCK 1 IN HARLEM, SAID HARLEM BEING A SUBDIVISION BY JOHN S. QUICK OF A PART OF THE NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 6 AND 7 LYING EAST OF A LINE 80 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN SAID HARLEM,

ALSO

ALL THAT PART OF LOT 1 IN SCHLUND'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF NORTH EAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE BEGINNING ON THE EAST LINE OF AND AT A POINT 74 FEET SOUTH OF NORTH LINE OF SAID LOT 1, THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 25 FEET, THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 6 FEET THENCE IN A WESTERLY DIRECTION TO A POINT ON THE WEST LINE OF AND 80 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 15-12-222-001/002/004 PROPERTY ADDRESS: 7217-7249 LAKE STREET, RIVER FOREST, ILLINOIS

W898 22 02 80 NON

85 274 448

Property of Cook County Clerk's Office

Box..... 20.....

MORTGAGE

THE MIDWEST BANK AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT
DATED DECEMBER 9, 1983 AND KNOWN AS
TRUST NUMBER 83-12-4294

7217-7249 LAKE STREET

RIVER FOREST, ILLINOIS 60305

to

BROOKFIELD FEDERAL SAVINGS
AND LOAN ASSOCIATION
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

MAIL TO:

BROOKFIELD FEDERAL SAVINGS
AND LOAN ASSOCIATION
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

PROPERTY of Cook County Clerk's Office

WJ

Loan No. **12663**

UNOFFICIAL COPY

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide among other things for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises, and to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagee's obligations herein, the Mortgagee has advanced the amount of the original indebtedness shown herein.

BROOKFIELD, ILLINOIS 60513
9009 OGDEN AVENUE
ROBERT W. HANCOCK

THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE FIRST SCHEDULE TO THE MORTGAGE ACT, 1925, AND TO THE MORTGAGE ACT, 1933, AND TO THE MORTGAGE ACT, 1952, AND TO THE MORTGAGE ACT, 1954, AND TO THE MORTGAGE ACT, 1956, AND TO THE MORTGAGE ACT, 1958, AND TO THE MORTGAGE ACT, 1960, AND TO THE MORTGAGE ACT, 1962, AND TO THE MORTGAGE ACT, 1964, AND TO THE MORTGAGE ACT, 1966, AND TO THE MORTGAGE ACT, 1968, AND TO THE MORTGAGE ACT, 1970, AND TO THE MORTGAGE ACT, 1972, AND TO THE MORTGAGE ACT, 1974, AND TO THE MORTGAGE ACT, 1976, AND TO THE MORTGAGE ACT, 1978, AND TO THE MORTGAGE ACT, 1980, AND TO THE MORTGAGE ACT, 1982, AND TO THE MORTGAGE ACT, 1984, AND TO THE MORTGAGE ACT, 1986, AND TO THE MORTGAGE ACT, 1988, AND TO THE MORTGAGE ACT, 1990, AND TO THE MORTGAGE ACT, 1992, AND TO THE MORTGAGE ACT, 1994, AND TO THE MORTGAGE ACT, 1996, AND TO THE MORTGAGE ACT, 1998, AND TO THE MORTGAGE ACT, 2000, AND TO THE MORTGAGE ACT, 2002, AND TO THE MORTGAGE ACT, 2004, AND TO THE MORTGAGE ACT, 2006, AND TO THE MORTGAGE ACT, 2008, AND TO THE MORTGAGE ACT, 2010, AND TO THE MORTGAGE ACT, 2012, AND TO THE MORTGAGE ACT, 2014, AND TO THE MORTGAGE ACT, 2016, AND TO THE MORTGAGE ACT, 2018, AND TO THE MORTGAGE ACT, 2020, AND TO THE MORTGAGE ACT, 2022, AND TO THE MORTGAGE ACT, 2024, AND TO THE MORTGAGE ACT, 2026, AND TO THE MORTGAGE ACT, 2028, AND TO THE MORTGAGE ACT, 2030.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, free from all rights and benefits under the Home-Read Extension Laws of the State of Illinois, which said rights and benefits are hereby released and waived, TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of FOUR HUNDRED SEVENTY FIVE THOUSAND AND NO/100 Dollars (\$475,000.00), which note together with interest thereon as provided by said note, is payable in monthly installments of FOUR THOUSAND EIGHT HUNDRED EIGHT FIVE AND 94/100 DOLLARS (\$4,885.94) on the FIRST day of each month, commencing with DECEMBER 1, 1985, until the entire sum is paid.

85 274 443

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein, or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate) whether physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a par with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree; and (b) to establish an absolute transfer and assignment of all such leases and agreements and all the rents, issues and profits thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits regardless of when earned and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ retaining agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, and on the mortgage premises and on the income therefrom which lien herein stated to secure which a lien is hereby created on the mortgage premises and on the income therefrom reasonable compensation for the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagee's agreement herein, the Mortgagee, on satisfaction of the Mortgagee's agreement herein, shall relinquish possession and pay to the Mortgagor any surplus (income in its hands, the possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but it shall not be issued until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

Clerk's Office

Property of Cook County Clerk's Office

Box 20

MORTGAGE

THE MIDWEST BANK AND TRUST COMPANY,
AS TRUSTEE UNDER TRUST AGREEMENT
DATED DECEMBER 9, 1983, AND KNOWN AS,
TRUST NUMBER 83-12-4294

7217-7249 LAKE STREET

RIVER FOREST, ILLINOIS 60305

to

BROOKFIELD FEDERAL SAVINGS
AND LOAN ASSOCIATION
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

MAIL TO:

BROOKFIELD FEDERAL SAVINGS
AND LOAN ASSOCIATION
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

wj

Loan No. 12663

UNOFFICIAL COPY

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings 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 right to foreclose, whether or not actually commenced; or (c) preparations 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 due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by THE MIDWEST BANK AND TRUST COMPANY not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said THE MIDWEST BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said THE MIDWEST BANK AND TRUST COMPANY, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as THE MIDWEST BANK AND TRUST COMPANY, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.
SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

RIDER

(8) THE MORTGAGOR, AS CORPORATE TRUSTEE, 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 THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS TRUST DEED OR MORTGAGE AND HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO WAIVE ITS RIGHTS OF REDEMPTION AS SUCH TRUSTEE.

(9) RESTRICTIONS ON TRANSFER. It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee:

- (a) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein.
- (b) Any beneficiary of the Mortgagor, if the Mortgagor is a Trustee, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgagor.
- (c) Any shareholder of the Mortgagor, if the Mortgagor is a corporation, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in the Mortgagor.
- (d) Any partner or joint venturer, if the Mortgagor is a partnership or joint venture, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership or joint venture interest, as the case may be, of such partner or joint venturer in the Mortgagor,

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, that the foregoing provisions of this Section 9 shall not apply (i) to liens securing the indebtedness hereby Secured, (ii) to the lien of current taxes and assessments not in default or (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interest as the case may be, in the Mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Section 9 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, share of stock of or partnership or joint venture interest in the Mortgagor.

I, Kathleen Hahnfeld, a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Barbara Love Vice Angela Santangelo ASST. TRUST OFFICER Midwest Bank & Trust Company and Angela Santangelo ASST. TRUST OFFICER Midwest Bank & Trust Company whose names are subscribed to the foregoing instrument as such Vice President, and ASST. TRUST OFFICER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said ASST. TRUST OFFICER then and there acknowledged that she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24th day of October 1985 A. D. 19

8527448

NOV - 8 AM 10 46

STATE OF ILLINOIS } COUNTY OF COOK

ASST. TRUST OFFICER

Angela Santangelo
ASST. TRUST OFFICER

By *Barbara Love* Vice President
As Trustee as aforesaid and not personally
THE MIDWEST BANK AND TRUST COMPANY

ATTEST:

IN WITNESS WHEREOF, THE MIDWEST BANK AND TRUST COMPANY not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. TRUST OFFICER Angela Santangelo its corporate seal to be hereunto affixed and attested by its ASST. TRUST OFFICER Angela Santangelo this 24th day of October 1985 A. D. 19

Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party here to 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 right to foreclose, whether or not actually commenced; or (c) preparations 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 due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagee and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the singular number, as used herein, shall include the plural that is used herein.

8527448

85 274 448

Property of Cook County Clerk's Office

UNOFFICIAL COPY

A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

(2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee 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 the Mortgagee, 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 the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full.

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(5) To keep said premises in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of lien not expressly subordinated to the lien hereof;

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act;

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(8) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

(9) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the 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.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys 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; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained 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 said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall 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 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, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be 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 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 of a receiver but 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 the rate of Twenty Percent per

annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies,

85 274 443