UNOFFICIAL COPY 15

(INCLUDING ASSIGNMENT OF RENTS)

THIS INDENTURE WITNESSETH, THAT THE MO	RTGAGOR HOWA	rd Lewis a	id Halley L	ewis
				whether one or more), of
9805 S. Genoa Chicago, Il.60643 in the Co	unty of <u>COOK</u>	201404414 -444	LINOIS AL C	and State of Illino
MORTGAGES AND WARRANTS to the Mortgagee, ME County of and State of II	HOURY FINANCE C	COMPANT OF IC	LINUIS OF Stain promiss	ory note in the amount of
\$ 4059_84 executed by the Mortgagor, be	aring even date here	with, payable to	the order of	Mortgagee, with the Final
Installment due not later than10-15-88	9; any extension	s, renewals or n	nodifications (of said note; and any cos
advanced or expenses incurred by Mortgagee pursu	uant to this mortga-	ge, including v	vithout limita	tion, costs of collection
(hereinafter the "Indebtedness"), the following describ	ed Real Estate:			<u>م ئو</u>
				0,
Lot 22 (except South 20 feet t	hereof) and So	uth 7 feet	of Lot 23	
in Block 43 in Halsted Street	Addition to Wa	shington He	eights bei	ng a
Subdivision of Lots 1,2, and 3	of Subdivisio	n of that p	eart of the	DEC 86 121 09 45
South East Quarter of Section Third Principal Meridian Lying	east of Chica	north, kan ao. Rock is	land and	st of the
Pacific Railroad together with	Lots 2,3, and	d 4 of subd	ivision of	that part
of the dortheast Quarter of Se	ction 8, Towns	hip 37 Nort	h, Range	14, East illia
of the Third Principal Meridai		of Chicago,	Rock Isla	and and
Pacific Railroad in Cook Count	y, 111111015.7			
	.1			
Tax ID No. 25-J8-226-030	10			
Para A	N-1			
account.	D U			
0.54	ft = 5 1; 7	1		a. A. most in
situated in the County of Cook	in the State	ol'Illinois, tòge	ther with all p	rivileges, easements and
appurtenances, all rents, issues and profits, all averdos and all existing and future improvements and fixtures (r.)	ng payments made a: Loailed the "Property	s a result of the ("') haraby rains	sing shư waivi	ng all rights under and by
virtue of the Homestead Exemption Laws of this State)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	• 	
Mortgagor covenants: that at the time of execution	tra and though are no	ione or ancum	arances on the	Property except
Mortgagor covenants: that at the time of execution	ne sor mere are no	nens of encum		
This mortgage consists of two pages. The covenant	s, conditions, provis	ions and assign	ment of rents	appearing on page 2 (the
reverse side of this mortgage) are incorporated herein in	sy reference and are	a part hereoi a	na shali de bir	on the Mortgagors, 🦖
their heirs, successors and assigns.		Κ,		<u>ئى</u>
The undersigned acknowledge receipt of an exact	copy of this mortgug	!		
DATED, This 21st day of Nove	nber 1	9 <u>.86</u> .		∽ ŏ
	V Mars			يقي ي
	A Jour		emo	(SEAL)
	X			(054)
	(<u> </u>			(SEAL)
	/	······································		(SEAL)
STATE OF ILLINOIS) ISS.	/		Ś	(SEAL)
STATE OF ILLINOIS) COUNTY OF Cook)	/		Ś	(SEAL)
COUNTY OF Cook)SS.	the State aloresaid.	DO HEREBY C	ERTIFY, 11-at	
rook ISS.	the State aloresaid,	DO HEREBY C	ERTIFY, 1 rat	
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis				
I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S_ whose	ename s are	subscribed	to the foregoi	ng i 120 ument, appeared
I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S_ whose before me this day in person, and acknowledged that	e name <u>\$</u> are	subscribed nd delivered th	to the foregoi	ng i izti ument, appeared ent as <u>their</u> free
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name <u>\$</u> are he _signed, scaled a l forth, including the	subscribed nd delivered th release and wa	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S_ whose before me this day in person, and acknowledged that	e name <u>\$</u> are	subscribed nd delivered th	to the foregoi	ng i izti ument, appeared ent as <u>their</u> free
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name <u>\$</u> are he _signed, scaled a l forth, including the	subscribed nd delivered th release and wa	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name <u>\$</u> are he _signed, scaled a l forth, including the	subscribed nd delivered th release and wa day of	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name s are the signed, sealed a lorth, including the 21st	subscribed nd delivered th release and wa day of	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name s are the signed, sealed a lorth, including the 21st	subscribed nd delivered th release and wa day of	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name s are the signed, sealed a lorth, including the 21st	subscribed nd delivered th release and wa day of	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name s are the signed, sealed a lorth, including the 21st	subscribed nd delivered th release and wa day of	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
COUNTY OF Cook)SS. I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set	e name s are the signed, sealed a lorth, including the 21st	subscribed nd delivered th release and wa day of	to the foregoi e sald instrum iver of the righ	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S_ whose before me this day in person, and acknowledged thatand voluntary act, for the uses and purposes therein set GIVEN under my hand and notarial seal, this	e name \$ are the _signed, sealed a lorth, including the 21st My commission exp	subscribed nd delivered th release and wa day of	to the foregoine said instrumiter of the right.	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.
I, the undersigned notary in and for said County, in Howard Lewis and Nancy Lewis personally known to me to be the same person_S_ whose before me this day in person, and acknowledged that and voluntary act, for the uses and purposes therein set GIVEN under my hand and notarial seal, this	e name <u>s</u> are the _signed, scaled a lorth, including the21st	subscribed nd delivered th release and wa day of	to the foregoine said instrumiter of the right.	ng i 12t ument, appeared ent as <u>their</u> free nt of homestead.

1. Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgages may require, through insurers approved by Mortgages, in amounts not less than the unpaid balance of the Indebtedness plus any other indebtedness secured by the Property, without co-insurance. The policies shall contain the standard mortgage clause in favor of Mortgages and, unless Mortgages otherwise agrees in writing, the original or, if this is not a first mortgage, a certificate or memorandum copy of all policies covering the Property shall be deposited with Mortgages. Mortgages hall promptly give notice of loss to insurance companies and Mortgages. If this is a first mortgage, Mortgages may adjust or compromise any claim and all proceeds from such insurance shall be applied, at Mortgages's option, to the installments of the Note in the inverse order of their maturities or to the restoration of the improvements on the Property.

in the inverse order of their maturities or to the restoration of the improvements on the Property.

2. Mortgagor covanents: to keep the Property free from other liens and encumbrances superior to the lien of this mortgags; to pay all superior liens or encumbrances as they fall due; to keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures; not to commit waste or permit waste to be committed upon the Property into to remove, demolish or materially after any part of the Property without Mortgage's prior written consent, except Mortgage may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility; to comply with all laws, ordinances, and regulations affecting the Property, to permit Mortgages and its authorized representatives to enter the Property at reasonable times to inspect it and at Mortgagee's option, repair or restore it; if this is a first mortgage, to pay Mortgagee sufficient funds at such times as Mortgagee designates, to pay the estimated annual real estate taxes and assessments on the Property and all property insurance premiums (hersinafter "Escrow"), but, if not designated to be paid to Escrow, to pay before they become delinquent all taxes, assessments and other charges which may be fevied or assessed against the Property, and to pay the property insurance premiums when due. Upon Mortgagor's failure to perform any duty hersin, Mortgagee may, at its option and without notice, perform such duty, including without limitation paying any amount and the cost of such performance shall be due on demand and secured by this mortgage, bearing interest from date incurred until date paid at the lower of the annual percentage rate disclosed on the note of even date herewith or the highest rate allowed by law. No interest will be paid on funds held in Escrow and they may be committed with Mortgages's general funds.

3. Mortgages, without notice, and without regard to the consideratio

3. Mortgages, without notice, and without regard to the consideration, if any, paid therefor, and notwithstending the existence at that time of any inferior lians thereon, may release any part of the Property or any person liable for any indebtedness secured hereby, without in any wry affecting the liability of any party to the Indebtedness and mortgage and without in any way affecting the priority of the lien of this choirty age, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressed, and may agree with any party obligated on the indebtedness or having any interest in the security described herein to extend the time for payment of any or all of the Indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

4. Upon default by wor pagor in any term of an instrument evidencing part or all of the Indebtedness; upon Mortgagor or a surety for any of the Indebtedness on sing to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any covinent or other provision herein, all the Indebtedness shall at Mortgagee's option be accelerated and become immediately due and parable; Mortgagee shall have all lawful remedies, including foreclosure, but failure to exercise any remedy shall not wrive it and all re-nedies shall be cumulative rather than alternative; and in any suit to foreclose the lien hereof or enforce any other remedy of Mortgage under this mortgage or any instrument evidencing part or all of the Indebtedness, there shall be allowed and included as additional includeness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or of bit helf of Mortgagee, including but not limited to attorney's and title fees.

S. Mortgages may waive any default without waiving any other subsequent or prior default by Mortgager. Upon the commencement or during the pendency of an extent to fire lose this mortgage, or enforce any other remedies of Mortgages under it, without regerd to the adequacy of the Property as security, the court may appoint a receiver of the Property (including homesteed interest) without bond, and may ampower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied to the court may direct. Invalidity or unenforceability of any provision of this mortgage shall not affect the validity or enforceability of the provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortgages, or successors and assigns, and binds Mortgagor(s) and their respective heirs, executors, administrators, successors and assigns.

6. If all or any part of the Property or either a legal or equitably interest therein is sold or transferred by Mortgegor without Mortgegoe's prior written consent, excluding transfers by devise or descent or by operation of law upon the death of a joint tenant or a pertner or by the grant of a lessehold interest in a part of the Property of three years or less not containing an option to purchase, Mortgegoe may, at Mortgegoe's option, declare all sums secured by this Mortgego immediately due and payable to the extent allowed by law and the note(s) frequency and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

7. Assignment of Rents. To further secure the Indebtedness, Mortgigo does hereby sell, assign and transfer unto the Mortgages all the rents, issues and profits now due and which may hereafter become discurder or by virtue of any lesse, whether written or oral, or any letting of, or of any agreement for the use or occupancy of the Property or any part thereof, which may been hereofore or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all of such lesses and agreements unto Mortgages, and Mortgager does hereby appoint irrevocably. Nortgages its true and lawful attorney (with or without taking possession of the Property) to rent, lesse or let all or any portion if the Property to any party at such rents and upon such terms as Mortgages shall, in its discretion determine, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may harsafter become due.

Mortgagor represents and agrees that no rent has been or will be paid by any person possession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to acque for any portion of the said Property has been or will be weived, released, reduced, discounted or otherwise discharged or compromise by the Mortgagor. Mortgagor weives any right of set off against any person in possession of any portion of the Property. Mortgagor agrees not to further assign any of the rents or profits of the Property.

Nothing herein contained shall be construed as constituting the Mortgages a mortgages in purposesion in the absence of the taking of actual passession of the Property by the Mortgages. In the exercise of the powers herein granted the tagges, no liability shall be asserted or enforced against Mortgages, all such liability being expressly waived and released by Mirtgages, all such liability being expressly waived and released by Mirtgages.

Mortgagor further agrees to assign and transfer to Mortgages by separate written instrument all future frame upon all or any part of the Property and to execute and deliver, at the request of the Mortgages, all such further assurances and exegnments as Mortgages shall from time to time require.

All lesses affecting the Property shall be submitted by Mortgagor to Mortgages for its approval prior to the elecution thereof. All approved and executed leases shall be specifically assigned to Mortgages by instrument in form set/afactory to 1.10 tigages.

Although it is the intention of the parties that this assignment shall be a present assignment, it is expressly uncoratood and agreed that Mortgages shall not exercise any of the rights or powers conferred until the mortgage shall be in default.

N5576845