UNOFFICIAL COPY 66233687

(INCLUDING ASSIGNMENT OF RENTS)

In the County of COK		IT THE MORTGAGOR $ oldsymbol{}$	Thelma Williams	
ODTTGAGES AND WARRANTS to the Mortgages, MERCURY FINANCE COMPANY of ILLINOIS of CLY OF Burbank's county of COOK and State of Illinois, to secure the payment of a certain promissory note in the amount of 7330-49 execusor by the Mortgages, bearing even date herewith, payable to the order of Mortgages, with the Pinal stallment due not later than M2-1; 190-1; any extensions, renewals or modifications of said note; and any cost Avanced or expenses incurred by Mortgages pursuant to this mortgage, including without limitation, costs of collection, rerelator the "indebtedness"), the following described feel Estate: Lot 3 in Foster and Jones Subdivision of Lot 124 in Division 2 of Westfall's Subdivision of 208 acresbeing the East % of the South West % and the South East Fractional % of Section 30, Township 38 North, Range 15, Eart of the Third Principal Meridian, in Cook County Illinois. Tax No. 21-30-400-053 3 3 3 0 2 2 9 802333007 A 4 11 99 Nortgage to the County of Cook in the State of Illinois, together with all privileges, acentalists and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and flutures (etc.) celled the "Property"), hereby releasing and waiving all rights under and by rive of the Homestead Exemption Laws of this State. Mortgagor covenants: that at the time of execution hereof those are no liens or encumbrances on the Property except three of this mortgage consists of two pages. The covenants, conditions, provisions and assignment of rents appearing on page 2 (the verse side of this mortgage) are incorporated herein by reterance and are a part hereof and shall be binding on the Mortgagors, light parts, successors and assigns. The undersigned notary in and for said County, in the State aloresaid, DO HEREBY CERTIFY, That The Imm Will Illans Property of the use and purposes therein set forth, including the related and delivered the said instrument as _increases. We commission Experts of the page of the page of the page of the page of		COOK		
united in the County of Cook in the amount of 1539.48 executed by the Mortgagor, bearing even date herewith, payable to the order of Mortgagore, with the Principal stellment due not later than May 21, 1880; any extensions, renewals or modifications of said note; and any cost warned or expenses incurred by Mortgagore pursuant to this mortgage, including without limitation, costs of collection, ereinafter the "indebtedness"), the following described Real Estate: Lot 3 in Foster and Jones Subdivision of Lot 124 in Division 2 of Westfall's Subdivision of 208 acresbeing the East % of the South West % and the South East Fractional % of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County Illinois. JUN-10-43 3 3 3 3 2 2 2 4 8 8 2 2 3 2 2 2 4 8 2 2 3 2 2 2 4 8 2 2 3 2 2 2 4 8 2 2 3 2 2 2 4 8 2 2 3 2 2 2 4 8 2 2 3 2 2 2 2 4 8 2 2 3 2 2 2 2 4 8 2 2 3 2 2 2 2 4 8 2 2 3 2 2 2 2 4 8 2 2 3 2 2 2 2 4 8 2 2 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		_ in the County of	ICE COMPANY of ILLINOIS of	city of Burbank
Westfall's Subdivision of 208 acresbeing the East % of the South West % and the South East Fractional % of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County Illinois. ### April 15	ounty of <u>COOK</u> and 7536,48 executed by the Moi stallment due not later than <u>May 2</u> lyanced or expenses incurred by Mortg	d State of Illinois, to secure rigagor, bearing even date 1, 1980; any externagee pursuant to this mo	the payment of a certain promis herewith, payable to the order on historis, renewals or modifications	of Mortgagee, with the Final is of said note; and any cost
Westfall's Subdivision of 208 acresbeing the East % of the South West Wand the South East FRactional % of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County Illinois. **Bull-18:35 35.0% & 60233007 A - 6.0 Tax No. 21-30-400-003 T	Brownartor the mosbledness /, the londer	ing accompagned that access		
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Tax No. 21-30-400-003 Cook In the State of Illinois, together with all privileges, easements and pourtenances, all rents, issues and profits, all award and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (et. called the "Property"), hereby releasing and waiving all rights under and by ritue of the Homestead Exemption Laws of this State. Mortgagor covenants: that at the time of execution hereof these are no liens or encumbrances on the Property except International Property except	Westfall's Subdivision of 200	8 acresbeing the Ea	ist % of the South West	
Tax No. 21-30-400-052 Tax No. 21-30-400-052 Ituated in the County of	% and the South East FRaction	nal % of Section 3	30, Township 38 North,	
tuated in the County of	Range 15, East of the Third I	Principal Meridian,	, in Cook County Illino	is.
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GIVEN under my hand and notarial seal, this day of day of A.D. 1900 A.D. 1900 My Commission Expires July 20, 1988	COUNTY OF COOK I, the undersigned notary in and for said The I ma Williams	_) d County, in the State afore		
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ENRED TO ON PAGE 1 (THE REVERSE SIDE THE COVENANTS, CON

1. Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended 1. Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils and such other hezards as Mortgagee may require, through insurers approved by Mortgagee, in amounts not less than the unpaid belance 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 Mortgagee and, unless Mortgagee 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 shalf be deposited with Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. If this is a first mortgage, Mortgagee may adjust or compromise any claim and all proceeds from such insurance shall be applied, at Mortgagee'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 covenants: to keep the Property free from other liens and encumbrances superior to the lien of this mortgage; to pay all superior liens or encumbrances as they fall due; to keep the Property in good and tenentable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures; not to commit wasts or permit wasts to be committed upon the Property; not to remove, demolish or materially alter any part of the Property without Mortgagee's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least sequal utility; to comply with all iswa, ordinance, 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 un the Property and all property insurance premiums (hereinafter "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 levied or assessed against the Property, and to pay the property insurance premiums when due. Upon Mortgagor's failure to perform any duty herein, Affortgagee may, at its option and without notice, perform such duty, including without limitation paying any amount and the cost of such performance shall be fue 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 commingled with Mortgagee's general funds.

3. Mortgagee, without notice, and without regard to the conside

3. Mortgages, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any infarior liens thereon, may release any part of the Property or any person liable for any indebtedness secured hereby, without in any way infecting the liability of any party to the Indebtedness and mortgage and without in any way affecting the priority of the lien of this mortgage, to the full extent of the indebtedness remaining unpeid hereunder, upon any part of the security not expressly released, 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 r ny 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 Mor govor in any term of an instrument evidencing part or all of the indebtedness; upon Mortgagor or a surety for any of the indebtedness careful to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any cover and or other provision herein, all the Indebtedness shall at Mortgages's option be accelerated and become immediately due and payroln; Mortgages shall be cumulative rather than alternative; and in any suit to foreclose the lien hereof or enforce any other remedy of Mortgager, order this mortgage or any instrument evidencing part or all off the Indebtedness, there shall be allowed and included as additional individuals in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on popular or mortgage, including but not limited to attorneys and title fees.

5. Mortgagee may waive any default withnut visiving any other subsequent or prior default by Mortgagor. Upon the commencement or during the pendency of an action to loreclose this mortgage, or enforce any other remedies of Mortgagee under it, without regard to the adequacy of the Property as sequrity, 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 exercise such other powers as the form any grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct. Invalidity or unanforceability of any provision of this mortgage shall not affect the validity or enforceability of any other provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortgagee, its auccessors and assigns, and binds Mortgagor(e) and their respective heirs, executors, administrators, successors and assigns. executors, administrators, successors and assigns

6. If all or any part of the Property or either a legal or equitable interest therein is sold or transferred by Mortgagor without Mortgagor's prior written consent, excluding transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner or by the grant of a lessahold interest in a part of the Fronarty of three years or less not containing an option to purchase, Mortgagor may, at Mortgagor's option, declare all sums secured by falls Mortgago immediately due and payable to the extent allowed by law and the note(s) hereunder and any failure to exercise said op do? shell not constitute a waiver of the right to exercise the same any other time.

7. Assignment of Rents. To further secure the Indebtedness, Montgs or Joes hereby sell, assign and transfer unto the Montgagee all the rents, issues and profits now due and which may hereafter become dull under or by virtue of any lease, whether written or oral, or any letting of, or of any agreement for the use or occupancy of the Proper; or any part thereof, which may have been heretofore or may be hereafter made or agreed to, it being the intention hereby to establish an electronic and assignment of all of such leases and agreements unto Montgagee, and Montgagor does hereby appoint irrevocribly Floragee its true and lawful attorney (with or without taking possession of the Property) to rent, lease or let all or any portion of the Property to any party at such rental and upon such terms as Montgagee shall, in its discretion determine, and to collect all of said or not issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due.

Mortgagor represents and agrees that no rent has been or will be paid by any person in rissession of any portion of the Property for more than one installment in advance and that the psyment of none of the rents to accruit for any portion of the said Property has been or will be waived, released, reduced, discounted or otherwise discharged or compromiled by the Mortgagor. Mortgagor waives any right of set off against any person in possession of any portion of the Property. Mortgagor at less 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 possezation in the absence of the taking of actual possession of the Property by the Mortgages. In the exercise of the powers herein grants of Mortgages, no liability shall be asserted or enforced against Mortgages, all such liability being expressly waived and released by Mortgages.

Mortgagor further agrees to assign and transfer to Mortgagee by separate written instrument all future learns upon all or any part of the Property and to execute and deliver, at the request of the Mortgagee, all such further assurances and perionments as Mortgagee 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 lesses shall be specifically assigned to Mortgages by instrument in form satisfactory to Wortgages.

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