

UNOFFICIAL COPY 786245187

(INCLUDING ASSIGNMENT OF RENTS)

18725 S Loomis, Harvey II in the County of Cook McGray Finance Company of ItLINOIS of Burbank County of Cook and State of Illinois to secure the payment of a certain promiseory note in the as 4833.20 secured by McGrayger, but McGra	S INDENTURE WITNESSETH, THAT THE	MORTGAGOR .	Jessie Mar	shall and Cor	ra Marshall
MONTGAGES AND WARRANTS to the Mortgagee. MERCURY FINANCE COMPANY OF ILLINOIS ofBitBank. County of	Of Calabara Hamilton			(w	vhether one or more), of
Country of COOK and State of Illinois, to secure the payment of a certain promisery note in the \$453.20 executed by the Myrigager, bearing even date herewith, payable to the order of Mortgage, with Installment due not later than Julie 12, 19.52; any extensions, renewals or modifications of said note; and advanced or expenses incurred by Mortgagee pursuant to this mortgage, including without limitation, costs of or (nereinafter the "Indebtedness"), the following described Raal Estate: Lot 19 (except the North 20 Feet thereof) Lot 20 and the North 5 Feet of Lot 21, all in Martenson's resubdivision of Block 9 in South lawn being a subdivision of Section 17, and in the South one half of Section, 8, township 36 North, Range 14, East of the third Principal Meridian, in Look County, Illinois. 29 of 303 o VF Lot 2 2 3 3 situated in the County of Cook in the State of Illinois Together with all privileges easem appurenances, all rents, issues and profits, all waves, and or lyments made as a result of the exercise of the right of eminent and all existing and future improvements and fixtures affect the Property'; hereby releasing and waving all rights undivirtue of the Homestead Exemption Laws of this State Mortgagor covenants: that at the time of execution heribit there are no liens or encumbrances on the Property excep Tims mortgage consists of two pages. The covenants, or notions, Jovisions and assignment of rents appearing on partwerse side of this mortgage) are incorporated herein by reference and the apart hereof and shall be binding on the Morther Homestead description and the said program and the part hereof and shall be binding on the Morther Homestead and party sets the page of the Property of the Morther Homestead and core after the page of the page of the page of the page of the Property of the Morther Homestead and core after the page of				ILLINOIS of	and State of Illinois Burbank
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in South lawn being a subdivision of Section 17, and in the South one half of Section 8, township 36 North, Range 14, East of the third Principal Meridian, in Cook County, Illinois. 29.08-363-049-16779 Situated in the County of Cook in the State of Illinois together with all privileges easem appurenances, all rents, issues and profits, all awards and pyrments made as a result of the exercise of the right of eminent and all existing and future improvements and instures all orly edithe "Property"; hereby releasing and waiving all rights undividue of the Homestead Exemption Laws of this State. Mortgagor covenants: that at the time of execution her for them are no liens or encumbrances on the Property exception are incorporated herein by reference and are a part hereof and shall be binding on the Mortheir heirs, successors and assigns The undersigned acknowledge receipt of an exact copy of this mortgage. DATED. This 3rd day of May 19.86 STATE OF ILLINOIS 1. the undersigned notary in and for said County in the State aforesaid. DO HEREBY CERTIFY. That septements in aday in person, and acknowledged that Set Signed, sealed and delivered the said instrument as the life and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead GIVEN under my hand and notarial seal, this 3.189. My commission expires	19 (except the North 20 Feet t	hereof) Lot	20 and the Nort	th	
one half of Section 8, township 36 North, Range 14, East of the third Principal Meridian, in Cook County, Illinois. 29-09-383-049-197-9 gituated in the County of	et of Lot 21, all in Martensor	's resubdivi	sion of Block 9	€	
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STATE OF ILLINOIS STATE OF ILLINOIS I, the undersigned notary in and for said County in the State aforesaid. DO HEREBY CERTIFY. That Jessie and Cora Marshall personally known to me to be the same persons, whose names are subscribed to the foregoing in trument, a before me this day in person, and acknowledged that fiely signed, sealed and delivered the said instrument as their and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead GIVEN under my hand and notarial seal, this 13th day of June, A.D. 19 My commission expires	side of this mortgage) are incorporated heres, successors and assigns.	rein by reference	a(id /)re a part hereof	and shall be bind	ling on the Mortgagors.
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i, the undersigned notary in and for said County, in the State aforesaid. DO HEREBY CERTIFY. That personally known to me to be the same persons—whose names—are——subscribed to the foregoing in the ment, a before me this day in person, and acknowledged that—se Y signed, sealed and delivered the said instrument as			ora con	FIRKA	(SEAL)
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		My commis	sion expires	THE DESIGN	E) 23 183
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This instrument was prepared by Linda Lullo, 40 Skokie Blvd, Northbrook II 60052	instrument was prepared by Linda			thbrock Il 6	60052

THE COVENANTS, CONDITIONS, PROVISIONS AND USIGN AFM OF RENTS RIFER LOOK PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 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 Mortgagee may require, through insurers approved by Mortgagee, 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 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 shall 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.
- 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 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 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 equal utility, to comply with all laws, ordinances, and regulations affecting the Property, to permit Mortgagee 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 (hereinafter "Escrow"), but, if not designated to be paid to Escrow, to pay before they become definquent 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, 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 twen 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. Mortgages, without notice, and without regard to the consideration, if any, paid therefor, and notwithstending the existence at that time of any inferior liens thereon, may release any part of the Property or any person liable for any indebtedness secured hereby, without in any way effecting the liability of any party to the Indebtedness and mortgage and without in any way effecting the priority of the lien of this morthage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released, and may ague 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 asid security which interest is subject to said lien.
- 4. Upon default by Mr tgagor in any term of an instrument evidencing part or all of the Indebtedness; upon Mortgagor or a surety for any of the Indebtedness cereing to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any circles and become immediately due and parable; Mortgages shall have all lawful remedies, including foreclosure, but failure to exercise any remedy shall not waive it and all renders shall be cumulative rather than alternative; and in any suit to foreclose the lien hereof or enforce any other remedy of Mortgagor under this mortgagor or any instrument evidencing part or all of the Indebtedness, there shall be allowed and included as additional indebtedness in the decree for sale or other judgmant or decree, all expenditures and expenses which may be paid or incurred by or on bundly of Mortgagor, including but not limited to attorney's and title fees.
- 5. Mortgages may waive any default vision it waiving any other subsequent or prior default by Mortgagor. Upon the commencement or during the pendency of an action to foreclose this mortgage, or enforce any other remedies of Mortgages under it, without regard to the adequacy of the Property as security, the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver or take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the Court may great 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 unenforceability 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 Mortgagees, its our cessors 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 equitable interest therein is sold or transferred by Mortgagor without Mortgage's prior written consent, excluding transfers by devise or descint or by operation of law upon the death of a joint tenant or a partner or by the grant of a leasehold interest in a part of the Property of three years or less not containing an option to purchase. Mortgagee may, at Mortgagee's option, declare all sums secured by law Mortgage immediately due and payable to the extent allowed by law and the note(s) hereunder and any failure to exercise said on tioy, 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, Mortgage closs hereby sell, assign and transfer unto the Mortgagies all the rents, issues and profits now due and which may hereafter become dure defer or by virtue of any lease, whether written or orall, or any letting of, or of any agreement for the use or occupancy of the Property or any part thereof, which may have 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 leases and agreements unto Mortgagee, and Mortgagor does hereby appoint irrevolably Mortgagee its true and lawful attorney (with or without taking possession of the Property) to rent, lease or lat all or any portion of the Property to any party at such rental and upon such terms as Mortgagee shall, in its discretion determine, and to collect all of said cents, 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 possession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to account or any portion of the said Property has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor. Mortgagor waives any right of set off against any person in possession of any portion of the Property. Mortgagor i grees not to further assign any of the rents or profits of the Property.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in post e sion in the absence of the taking of actual possession of the Property by the Mortgagee. In the exercise of the powers herein granted $M \times n_b$ agee, no fiability shall be asserted or enforced against Mortgagee, all such fiability being expressly waived and released by Mortgage.

Mortgagor further ogrees to assign and transfer to Mortgagee by separate writter; instrument all future that support of the Property and to execute and deliver, at the request of the Mortgagee, all such further assurances and casi universe as Mortgagee shall from time to time require.

All leases affecting the Property shall be submitted by Mortgagor to Mortgagee for its approval prior to the (xecution thereof. All approved and executed leases shall be specifically assigned to Mortgagee by instrument in form satisfactory to Nir/ngagee.

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

REAL ESTATE MORTGAGE
INCLUDING
ASSIGNMENT OF RENTS

TO

TO

TO

THERE WEST ZON STREET

RECURY FILLINOIS

AREA WEST ZON STREET

RESIDENT STREET