## UNOFFICIAL, COPY 57617337

THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR	Hurlestein Hill, di	vorced not since
remarried	Cook	(whether one or more), of
MORTGAGES AND WARRANTS to the Mortgages, MERCURY FIN		
County of COOK and State of Illinois, to sec \$ 3189.60 executed by the Mortgagor, bearing even distallment due not later than, 19; any exadvanced or expenses incurred by Mortgagee pursuant to this (hereinafter the "Indebtedness"), the following described Real Esta	ure the payment of a certain ate herewith, payable to the itensione, renewals or modif mortgage, including witho	n promissory note in the amount of order of Mortgages, with the Final lications of said note; and any cost
Lot 9 in Block 3 in Snow and Dickinso Addition to Chicago in Section 17, To 14, East of the Third Principal Merid	wnship 38 North, Rar	nge
Commen Address: 5620 South Bishop Chicago, Illinois		
PERM, INDEX NO. 20-17-110-034		57° 10 10
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452 638 - 67617337 - A - Rec	1.8-1. T-AON	
situated in the County of Cook in the appurtenances, all rents, issues and profits, all awards and payments and all existing and future improvements and fixtures (all called the "livirtue of the Homestead Exemption Laws of this State.	made as a result of the exer	with all privileges, easements and cise of the right of eminent domain, and waiving all rights under and by
Mortgagor covenants: that at the time of execution hereof ther West America Mortgage Company	are no liens or encumbran	ces on the Property except
This mortgage consists of two pages. The covenants, condition reverse side of this mortgage) are incorporated herein by reference their heirs, successors and assigns.	, provisions and assignmen बल्च हर्ल्य a part hereof and s	it of rents appearing on page 2 (the hall be binding on the Mortgagors,
The undersigned acknowledge receipt of an exact copy of this	mortgage	
DATED, This17thday ofJune	, 1 <u>9.87</u> .	•
	Hurlestine	Will BEAL)
	<del></del>	(SEAL)
STATE OF ILLINOIS )  SS.  COUNTY OF Cook		3,0
COUNTY OF	DO HEREOV CEDI	TIEN TOUCH
i, the undersigned notary in and for said County, in the State at Hurlestein Hill, divorced not since ren	arried	Try, Ind.
		he foregoing instrument, appeared
personally known to me to be the same person	sealed and delivered the sa	id instrument as Her free
GIVEN under my hand and notarial seal, this	17th day of June	, A.D. 19
<u>шегсіл</u> 3088 Р. жэл <b>мучь</b> Нгій му сомм ЕХР.	Will Holling Zang	2, 1590
This instrument was prepared by Sharon M. Bunk 50 (NAME & A	417 W. 79th Street	

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\$ 12.00

## THE COVENANTS, CONDIT DIST PLOYS ONS AND ASSIGNMENT OF RENTS REFIRRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagor shall keep the improvements on the Property insured against any loss or demage 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 belance of the Indebtedness plus any other indebtedness secured by the Property, without co-insurance. The notices shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original or, it this is not a first mortgage, a certificate or memorandum copy of all policies covering the Property shall be deposited with Mortgagee. Mortgage hall 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 covenents: to keep the Property free from other lians and encumbrances superior to the lien of this mortgage; to pay all superior lians 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 Mortgages's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with snother 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 Mortgages's option, repair or restore it; if this is a first mortgage, to pay Mortgages sufficient funds at such times as Mortgages 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 levied or assessed against the Property, and to pay the property insurance premiums when due. Upon Mortgagor's failure to perform any duty herein, Mortgages 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 sllowed by law. No interest will be peid on funds held in Escrow and they may be committed with Mortgagee's general funds.

  3. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithateration the avertence of 2. Mortgagor covenents: to keep the Property free from other lians and encumbrances superior to the lien of this mortgage; to pay
- 3. Mortgages, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any infinite liens thereon, may release any part of the Property or any person liable for any indebtedness secured hereby, without in any wir, an inting the liability of any party to the Indebtedness and mortgage and without in any way effecting 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 agrae 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 Morigigar in any term of an instrument evidencing pert or all of the Indebtedness; upon Mortgagor or a surety for any of the Indebtedness desting to exist, becoming insolvent or a subject of benkruptcy or other insolvency proceedings; or upon breach by Mortgagor of any covins to or other provision herein, all the Indebtedness shall at Mortgage's option be accelerated and become immediately due and payable; Mortgagee shall have all lawful remedies, including foreclosure, but failure to exercise any remedy shall not waive it and all remedies shall be cumulative rather than alternative; and in any suit to foreclose the lien hereoi 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 in settedness in the degree for sele or other judgitlent or degree, all expenditures and expenses which may be paid or incurred by or on being of Mortgages, including but not timited to attorney's and title fees.
- 5. Mortgages may waive any default without resiving any other subsequent or prior default by Mortgages. Upon the commencement or during the pendency of an action to furchise this mortgage, or enforce any other remedias 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 to the possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the curr may grent until the confirmation of sele, and may order the rents, issues and profits, when so collected, to be held and applied at the court may direct. Invalidity or unenforceability of any provision of this mortgage shall not affect the velidity or enforceability of any other provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortgages, its successors and assigns, and binds Mortgagor(s) and their respective heirs, executors, administrators, successors and assigns. executors, administrators, auccessors and assigns
- 6. If all or any part of the Property or either a legal or equiable interest therein is sold or transferred by Mortgagor without Mortgagoe's prior written consent, excluding transfers by devise of degreent or by operation of law upon the death of a joint tenant or a perfect or by the grant of a lessehold interest in a part of the Pripe ty of three years or less not containing an option to purchase, Mortgagoe may, at Mortgagoe's option, declare all sums secured by the Mortgago immediately due and payable to the extent allowed by lew and the note(s) hereunder and any failure to exercise said option (hall not constitute a weiver of the right to exercise the same at any other time.
- 7. Assignment of flents. To further secure the Indebtedness, Mortgage? riges hereby sell, assign and transfer unto the Mortgages all the rants, issues and profits now due and which may hereafter become due under or by virtue of any lesse, whether written or orat, or any letting of, or of any agreement for the use or occupancy of the Property of any part thereof, which may have been heretofore or may be hereafter made or agreed to, it being the intention hereby to establish an abruncte transfer and assignment of all of such lesses and agreements unto Mortgages, and Mortgagor does hereby appoint irrevocably Mirtgages its true and lawful attorney (with or without taking passession of the Property) to rant, lesse or let all or any portion of the "roperty to any party at such rental and upon such terms as Mortgages shall, in its discretion determine, and to collect all of said rental shall now due or that may hereafter become due.

  Material or the said 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 policession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accrur. Or the portion of the said Property has been or will be weived, 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 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 possession in the absence of the taking of actual possession of the Property by the Mortgages. In the exercise of the powers herein granted Mortgages, no liability shall be asserted or enforced against Mortgages, all such liability being expressly waived and released by 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 larger upon all or any part of Property and to execute and deliver, at the request of the Mortgagee, all such further assurances and agreements 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 silecution thereof. All approved and executed lesses shall be specifically assigned to Mortgages by instrument in form satisfactory to Nortgages.

approved and executed leases shall be specifically assigned to intorque by installing the expressly understood and agreed that Mortgages shall not exercise any of the rights or powers conferred until the mortgage shall be in default.

Ö 60459 5417 WEST 79th STREET BURBANK, ILLINOIS 60455 **ERCURY FINANCE COMPANY OF** ESTATE M. INCLUDIF BRANCH STAMP 5 . 1 2