## UNOFFICIAL COPY 67617352

(INCLUDING ASSIGNMENT OF RENTS)

14522 Tac DI	URE WITNESSETH, T			vell Jamison		ther one or more), o
MORTGAGES AN	alnes, Harvey, []  Q WARRANTS to the A	Aortagaee, MERC	URY FINANCE	COMPANY of IL	INOIS ofCLL	and State of Illinois y of Burbank
County pt 15,488.76 Installment due no advanced or expe	<u> </u>	and State of Illino Mortgagor, bearin , 19 Irtgagee pursuan	is, to secure thing even date he :: any extension t to this mort	e payment of a ce rewith, payable to ons, renewals or m	rtain promissory r the order of Mort odifications of sa	note in the amount o Igagee, with the Fina Id note; and any cos
a Subdi North, Calumet part of of the excepti and exc	and North % of L vision of that p Range 14 East of River and West the Northeast % Third Principal ng that part of epting also the rtheast % is Co	art of the Note the Third Pof the Illing of Section Meridian, ly said Northea south 35 acr	orthwest % rincipal Mois Centra 8, Townshi ing south cst % lying es of the 1	of Section 9 eridian, lyin 1 Railroad an 5 36 North, R 5 the Calume South of Tho	, Township 38 g South of th d of all that ange 14, East t River rnton Road	5 ne t
Tax	K ID No. 29-08-					
		PEO AL	·L.		<b></b>	
	Cook					L7352 leges, easements and
and all existing and virtue of the Home Mortgagor co 15t Grea	rents, issues and profit if future improvements a stead Exemption Laws venants: that at the tim t America Fundin Inental Illinois	and fixtures (c/) or s of this State. e of execution he ig_Corp.(Cart	illed the "Prope	rty"), hereby relea	sing and waiving a	ill rights under and by
their heirs, succes	s mortgage) are incorp sors and assigns. ned acknowledge recei 2nd		oy of this morts	7%,		-
			Jan	HOOD,	misu	SEAL
STATE OF ILLING	ois Cook	) )SS.			0.	•
i, the undersig	ned notary in and for a amison and James	said County, in th Hall	e State aforesa	iid, DO HEREBY C	ERTIFY, The	
before me this day	to me to be the same print person, and acknown for the uses and purpo	wiedged that <u>the</u> bass therein set fo	<u>X signed, seale</u>	d and delivered th	e said instrument	instrument, appeared as their free free free free free free free f
				day or	Odino	_, . A.U. 19_ <del></del> ,
	my hand and notarial s	- ·		1 Dear	and the same of th	
	my hand and notarial s	-	Ay commissiod		CAN MARK TURNER  EAN MARK TURNOR  TANK MARK TURN	
GIVEN under	my hand and notarial s	- N		Ath St. Bu	Chank, II.	

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ONDITIONS PROVISIONS AND ARRIGHMENT OF RENTS REFERRED TO ON PAGE

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THE COVENANTS, CONDITIONS, PROVISIONS AND ASSIGNMENT OF RENTS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- T. 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 unpeid 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. Mortgageer 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 dovenents: to keep the Property free from other flens 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 restors or replace damaged or deatroyed improvements and fixtures; not to commit weste or permit waste to be committed upon the Property; not to remove, demolish or materially elter 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, ordinance, and regulations affecting the Property, to permit Mortgagee and its authorized representatives to enter the Property et resonable times to inspect it and at Mortgagee's option, repair or restors 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 essessments on 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, Mortgagee may, at its option and without notice, perform such duty, including without limitation paying any emount 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 Mortgagee's general funds.

  3. Mortgagee, vilthout notice, and without regard to the considerati
- 3. Mortgages a general funds.

  3. Mortgages, y thout notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any ir with liens thereon, may release any part of the Property or any person liable for any indebtadness secured hereby, without in any way effecting the liability of any party to the Indebtadness and mortgage and without in any way effecting the priority of the lien of this mortgage, to the full extent of the indebtadness remaining unpaid hereunder, upon any part of the security not expressly released, and may agree, with any party obligated on the Indebtadness or having any interest in the security described herein to extend the time for payment of any or all of the Indebtadness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the fine 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 Mortgigm/ in any term of an instrument evidencing part or all of the Indebtedness; upon Mortgagor or a surety for any of the Indebtedness celering to exist, becoming insolvent or a subject of benkruptcy or other insolvency proceedings; or upon breach by Mortgagor of any covening or other provision herein, all the Indebtedness shall at Mortgagee's option be accelerated and become immediately due and payable; Mortgagee shall have all lawful remedies, including foreclosure, but failure to exercise any nemedy shall not waive it and all remedies shall be cumulative rather than alternative; and in any suit to foreclose the lien hereof or anforce any other remedy of Mortgagee under this mortgage or any instrument evidencing part or all of the Indebtedness, there shall be allowed and included as additional in leb ercess in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on burn/n of Mortgagee, including but not limited to attorneys and title fees.
- 5. Martgages may waive any default without wolving any other subsequent or prior default by Mortgagor. Upon the commencement or during the pendency of an action to furcicle 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 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 great until the confirmation of sale, 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 validity or enforceability of the other provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortgages, its successors and assigns, and binds Mortgagors) and their respective heirs, executors, administrators, successors and assigns.
- 6. If all or any part of the Property or either a legal or equilable interest therein is sold or transferred by Mortgagor without Mortgagoe's prior written consent, excluding transfers by devise or Carucht or by operation of law upon the death of a joint tenant or a partner or by the grant of a lessehold interest in a part of the Pri party of three years or less not containing an option to purchase, Mortgagoe may, at Mortgagoe's option, declare all sums secured by 10/2 Mortgago immediately due and payable to the extent allowed by less and the note(s) hereunder and any failure to exercise said option, shall not constitute a weiver of the right to exercise the same at any other time.
- 7. Assignment of Rents. To further secure the Indebtedness, Mortgager considerable self, assign and transfer unto the Mortgages all the rents, issues and profits now due and which may hereafter become die 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 Property or any part thereof, which may have been heretofare or may be hereafter made or agreed to, it being the intantion hereby to establish an abicidule transfer and assignment of all of such leases and agreements unto Mortgages, and Mortgagor does hereby appoint irrevocably Mortgages 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 tarms as Mortgages shall, in its discretion determine, and to collect all of said rents increases 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 peid by any person if presession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accruz, or any 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 night of set off ageinst any person in possession of any portion of the Property. Mortgagor en is 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.

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

All lesses effecting the Property shall be submitted by Mortgagor to Mortgages for its approval prior to the election thereof. All approved and executed lesses shall be specifically assigned to Mortgages by instrument in form satisfactory to mortgages.

Although it is the intention of the parties that this assignment shall be a present assignment, it is expressly understood and sureed that Mortgages 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

MALTO (BRANCH STAMP)
SA17 WEST 79th STREET
BURBANK, ILLINOIS 60459
(312) 422-0300

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