Illinois 5. & L. League, 1945 For No No Property Port AL COPY

MORTGAGE

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a corporation organized and existing under the laws of the State of Illinois
a corporation organized and existing under the laws of the State of Illinois , not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated November 29, 1988
duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated November 29, 1988. and known as trust number 1027-Cil , hereinafter referred to as the Mortgagor, does hereby Mortgage and ways to Conveys Howard Savings And Loan Association a corporation organized and existing under the laws of the State of Illinois , hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit: LOTS 1, 2, 4 AND 5 IN ASSESSOR'S DIVISION OF LOTS 1 TO 6 INCLUSIVE IN BLOCK 37 IN OGDENS ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH MANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PROPERTY ADDRESS: 655 & 662-666 N. Milwaukee Ave Chicago, IL PERMANENT TAX I.D.#'s: 1/-98-224-007 & 17-08-224-005 & 17-08-224-004 This loan is subject to the Loan Commitment and Agreement. This loan is subject to and in conjunction with the 2nd mortgage, as additional collateral, on 2022 N. Seminary - Chicago, IL.
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TOGETHER with all buildings, improvement, I xtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventur tion or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is crummary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premites which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits or a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, a d b) to establish an absolute transfer and assignment to the Mortgagee of all such leases for terms deemed advantageous. It, terminate or modify existing or future leases, or any part thereof, make leases for terms deemed advantageous. It, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when ea acd and use such measures whether legal or repair said premises, buy furnishings and equipment thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessive purchase all kinds of insurance, and in
TOGETHER with all buildings, improvement, f xtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whother in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventuation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is continuous or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, so seen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits or a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any forcelosure decree, a. a. (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when ea ned and use such measures whether legal or said premises, buy furnishings and equipment therefor when it deems necessary purchase all
itself, pay insurance premiums, taxes and assessments, and all expenses of every kit, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foruclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgage, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements hereby, the Mortgage, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in as hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delive, y of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed or issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable egainst Mortgagee based upon acts or emissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.
TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive. TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a node of the said state of
by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of Five Hundred Fifteen Thousand and no/100
which note together with interest thereon as provided by said note, is payable in monthly installments of interest on 1 to be billed monthly. Payments are due on the first of each monthly arxwessexxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
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rhis mortgage, principal and any outstanding interest, becomes due and payable on or before November 30, 1989. Upon sale of this property, or conveyance of any kind, including conveyance to a trust,

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part bereof, and which provide, among other things, for an additional monthly payment of one-two-fith (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

balance of this mortgage is due and payable.

UNOFFICIAL COPY

MORTGAGE

Box

Property of County Classes

County Classes

Office

Loan No. 11-001833-0

UNOFFICIAL COPY

THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in unticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against raid property shall be conclusively deemed valid for the purpose of this requirement.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, bethtning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including for how contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deliciency, any receiver or redemptioner, or any grantee in the Master's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full.
- (3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;
- (4) To prome by repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;
- (5) To keep said remises in good condition and repair, without waste, and free from any mechanic's, or other lien of lien not express y subordinated to the lien hereof;
- (6) Not to suffer or per nit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or one acn to act;
 - (7) To comply with all confirments of law with respect to the mortgaged premises and the use thereof;
- (8) Not to suffer or permit, wi hout the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose of e. than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon now buildings or improvements on said property.
- (9) That if the Mortgagor shall procure on racts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either sich contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual

THE MORTGAGOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also as one act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in adviscing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance my moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder:
- (2) That it is the Intent hereof to secure payment of said note whether the 20% re amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be idded to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(2) above, or for either purpose;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor of the esserts in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, e. a may forebear to sue or may extend time for payment of the debt hereby secured without discharging or in any way intering the liability of the Mortgagor hereunder or upon the debt hereby secured;
- (4) That time is of the essence hereof, and if default be made in performance of any covenant her in contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;
- (5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure sait and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of sale premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of

annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and commission, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies.

GIVEN under my hand and Motarial Seal, this day of b8 e1 .c1 .A , December as custodian of the corporate seal of said corporation, did affix said seal to said instrument as own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth. Secretary then and there acknowledged that SDC desert to said instrument as . J22A biss out bas forth tox forth and the said and to whose names are subscribed to the foregoing instrument as such ASSISTAML VICE. President, and ASSISTAML Successful the said subscribed to the foregoing instrument as the tree and acknowledged that they signed and delivered the said instrument as their own tree and voluntary act of said corporation, as Trustee as aforesaid ASSISTANT Secretary of said corporation, who are personally known to me to be the same persons Frankie Sledge. MBO Trust Company of Illinois Assistant Vice , President of DO HEREBY CERTIFY, THAT James A. Clark Motary Public, in and for said County, in the state aforesaid, ettogni M. nasuz.... COUNTY OF COOK STATE OF ILLINOIS Insbisor Boly in staiss Allendated for bine bissorots so votsurT aA :TESTTA NB) TRUST COMPANY OF ILLINOIS its corporate seal to be hereunto affixed and attested by its.

December., A. D. 19 88 ASSE Secretary, this 14th day of IN WITNESS WHEREOF,

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HED TRUST COMPANY OF ILLINOIS

or title to the premises subrequent to the date of this mortgage. The mortgagor hereby walves any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or ladgement creditors of the mortgagor, acquiring any interest in

NBD Trust Compary of Illinois either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or nolders of said note and the owner or owners of any indebtedness accuring hereunder shall look solely to the premises nearly or the premises nearly for the premises nearly for the premises nearly for the personal liability of the guarantor, it any.

strued as creating any liability on the said note or any interest that may accrue thereon, or any indebtedness accruing or as Trustee afortoning to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to pay form any covenant either express or implied herein contained, all such liability, it any, being expressly waived by the Mortga each by overy person now or hereafter claiming any right or security hereunder, and that so far as

of Wilder or and authority of the solution of

as a mortgage is executed by Trust Company of Illinoily conferred upon and vested in it as

(6) That each right, power and remedy berein conferred upon the Mortgagee is cumulative of every other right in any remedy of the Mortgages, whether herein or by law conferred, and may be enforced concurrently therewith; that in any waiver by the Mortgages of performance of any coverant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgages of any coverant herein or in said obligations contained aball thereafter in any that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the founding, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective here; administrators, administrators and assigns of the Mortgager and the successors and assigns of the Mortgager, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

Torrent certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary afforcent certificates and similar data and assurances with the properties and by the store of the title to be comediated and the certification of the monetarity become and presented and the proceeding the properties of the store of the more and the certification of the mortgage of the certification of the proceeding the party become of the mortgage of the certification of the proceeding the proceeding of any threshond of the certification of the mortgage of the store of the right to become of the proceeding the certification of the proceeding of allocates also desire continuenced, or (c) proceeding, which might after the certification of the centers of the proceeding the certification of the proceeding the center of a forcelocate sale of said premises there of the proceeding the center of a forcelocate sale of said the mass and the title proceeding the center of the the