



UNOFFICIAL COPY

REAL ESTATE MORTGAGE INCLUDING ASSIGNMENT OF RENTS

MERCURY FINANCE COMPANY OF ILLINOIS 5417 WEST 79th STREET BURBANK, ILLINOIS 60459 (312) 422-0300

(BRANCH STAMP)

TO

1. Mortgagee 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 policy shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgagee otherwise agrees in writing, the original or, if that is not a first mortgage, a certificate or memorandum copy of all policies covering the Property shall be deposited with Mortgagee. Mortgagee 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. Mortgagee 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 tenable 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 Mortgagee 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 without 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 when due. Upon Mortgagee'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 or the 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 consideration, if any, paid therefor, and notwithstanding the existence at that time of any junior liens thereon, may release any part of the Property or any person liable for any indebtedness secured hereby without in any way affecting 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 unpaid hereunder, upon any part of the security not expressly released, and may give with any party obligated on the indebtedness or having any interest in the security described herein to extend the time for payment of 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 Mortgagee in any term of an instrument evidencing part or all of the indebtedness upon Mortgagee or a surety for any of the indebtedness causing to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagee or any co-mortgagor or other provision herein, all the indebtedness shall at Mortgagee's option be accelerated and become immediately due and payable; Mortgagee shall have all legal 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 hereof or enforce 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 indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorney's and title fees.

5. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagee. Upon the commencement or during the pendency of an action to foreclose this mortgage, or enforce any other remedies of Mortgagee under it, without regard to the adequacy of the Property as security, the court may appoint a receiver of the Property (including homeestead 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 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 unenforceability of any provision of this mortgage shall not affect the validity or enforceability of any other provision. The covenants and agreements of all Mortgagees are joint and several. This mortgage benefits Mortgagee, its successors and assigns, and binds Mortgagee 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 Mortgagee without Mortgagee's prior written consent, excluding transfers by devise, descent 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 or three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all sums secured by this mortgage immediately due and payable to the extent allowed by law and the note(s) hereunder and any failure to exercise said option 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, Mortgagee does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or oral, and 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 Mortgagee does hereby appoint, in whole, Mortgagee, 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 Mortgagee shall, in its discretion determine, and to collect all or said rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due.

Mortgagee 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 for any portion of the said Property has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagee. Mortgagee waives any right of set off against any person in possession of any portion of the Property. Mortgagee agrees 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 possession in the absence of the taking of actual possession of the Property by the Mortgagee. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee.

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

All leases affecting the Property shall be submitted by Mortgagee to Mortgagee for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to Mortgagee by instrument in form satisfactory to Mortgagee. Although it is the intention of the parties that this assignment shall be a present assignment, its express assignment is understood and agreed that Mortgagee shall not exercise any of the rights or powers conferred until the mortgage shall be in default.

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