UNOFFICIAL CORY

(INCLUDING ASSIGNMENT OF RENTS)

THIS INDEN	ITURE WITN	JESSETH, THA	AT THE MOF	ITGAGC	OB TIVWIED.	CLEMONS &	LUCY	CLEMONS	_
								(whether one or more), of	
		CHICAGO				MOANY of ILLIF	MOIS of	BURBANK	1
NORTGAGES A County of Room	COOK					MPANY of ILLIN		eory note in the amount of	
2732.88	- execi							Mortgages, with the Final	
nstallment due i		APRIL	15 15	<u>91</u> ; er	y extensions, r	enewals or mod	difications	of said note; and any cost	À
		rred by Morte	agee pursu	ant to f	this mortgage,	, including with	nout timite	ation, costs of collection,	h
hereinafter the						-			
								Y OF COOK, AND	
STATE OF	ILLINOI	S, BEING	DESCRIE	BED A	S_FOLLOWS	LOT 5,	BLOCK	K 2, OF KİRK-	
								G DÉSCRIBED	
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		P.I.V.	. 20-17-	-420-	029				
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situated in the Co	ounty or	OUR						privileges, easements and	
								ne right of eminent domain, ving all rights under and by	
and all existing at virtue of the Hon				201190 11	16 "Property 1.	nereuy relegani,	g and war.	/ing all rights under and by	/
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		at at the time of	of execution i	neruot ti	pare no lier	ns or encumbrar	nces on th	he Property except	.
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This morigag	Je consists of	I two pages. In	18 COVERANTE	J, COnon	lone, p. ovision	.8 200 assignine: haveof and	int of remis	s appearing on page 2 (the inding on the Mortgagors).	. 3
reverse side of th their heirs, succe			iteo nerem o	y retere	UCG STO STATE P)&IT hereoi and : -	\$11 6 11 00 01	noing on the Mortgagora:	~
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The undersig	gned acknow	vledge receipt o	of an exact c	opy of t	his mortgage/				ಮ
DATED, This	15th	. da	v ofMA	ARCH_	. 198	(9	en.3	•	Ç
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STATE OF ILLIN	210					4	.0		
STATE OF ILLIE	OIS))88.				6	A	
COUNTY OF	COOK	·	135. 1)	
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I the undersi	aned notery	In and for said	County, in t	the State	a aforesalo, DU	O HEREBY CER	TIFY, Ina	V/	,
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				My com	nmission expire	" <i>_79-9-</i> "	MULTOWN	ASSIGN STATE OF HELLTHAN	,
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This instrument was prepared by <u>SALWA MATARIEU 5417 W. 79th St. BURBANK</u>, IL

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- 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 Mortgages may require, through insurers approved by Mortgages, 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 Mortgages and, unless Mortgages 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 Mortgages. Mortgages and Mortgages and Mortgages, if this is a first mortgage, Mortgages may adjust or compromise any claim and all proceeds from such insurance shall be applied, at Mortgages'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 Mortgage'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 ennual 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 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 amount and the cost of such performance shall be due on demand and secured by the mortgage, beering 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 lew. No interest will be paid on funds held in Escrow and they may be committed with Mortgagee's general funds.
- 3. Mortgages, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding 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 offecting the liability of any party to the Indebtedness and mortgage and without in any way affecting the proprity of the lien of this mortgage, to the full extent of the indebtedness remaining unperion the reunder, upon any part of the security not expressly released, and may agre, 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 time 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 Mort pair in any term of an instrument evidencing part or all of the Indebtedness; upon Mortgagor or a surety for any of the Indebtedness cuarring to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any coverant 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 remedy shall not waive it and all minedies shall be cumulative rather than alternative; and in any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee, ander this mortgage or any instrument evidencing part or all of the Indebtedness, there shall be allowed and included as additional independence in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on the all of Mortgagee, including but not limited to attorney's and title fees.
- 5. Martgages may waive any default without valving any other subsequent or prior default by Mortgage. Upon the commencement or during the pendency of an action to oreclose 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 homesteed interest) without bond, and may empower the receiver it to be 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 unanforceability 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 Mortgage, its successors 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 Mortgages's prior written consent, excluding transfers by devise of developing 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 Proping of three years or less not containing an option to purchase, Mortgages may, at Mortgages's option, declare all sums secured by file Mortgage immediately due and payable to the extent allowed by law and the note(s) hersunder 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, Mortgago dipes hereby sell, assign and transfer unto the Mortgagoe all the rents, issues and profits now due and which may hereafter become July under or by virtue of any lesse, 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 heretofore or may be hereafter made or agreed to, it being the intention hereby to establish an rusolute transfer and assignment of all of such lesses and agreements unto Mortgagoe, and Mortgagor does hereby appoint irravocably Mortgagoe its true and lawful attorney (with or without taking possession of the Property) to rent, lesse or let all or any portion of the Property to any party at such rental and upon such terms as Mortgagoe shell, in its discretion determine, and to collect all of said more, 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 reseasion of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accruinto/ any portion of the said Property has been or will be weived, released, reduced, discounted or otherwise discharged or compromited by the Mortgagor. Mortgagor waives any right of set off against any person in possession of any portion of the Property. Mortgagor ances 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 Margages, 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 Mortgages by separate written instrument all future learns upon all or any part of the Property and to execute and deliver, at the request of the Mortgages, all such further assurances and designments as Mortgages shall from time to time require.

All lesses affecting the Property shall be submitted by Mortgagor to Mortgagee for its approval prior to the execution thereof approved and executed lesses 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, it is expressly understood and agree that Mortgagee shall not exercise any of the rights or powers conferred until the mortgage shall be in default.

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