UNO FEET MENT OF PY0326782

99

| 916 N. Lawler | in the Co | unity of | Cook | | (whether one or more), of |
|--------------------------|--|--------------------------|-------------------|--------------------------------------|--|
| | WARRANTS to the Mortgages, ME | RCURY FINANCE | COMPANY of | ILLINOIS of | |
| County ofCook | and State of III | linois, to secure the | e payment of a | certain promiss | ory note in the amount of |
| | executed by the Mortgagor, be | | | | |
| | ster than <u>6-11-93</u> . 1 Has incurred by Mortgages purs | | | | |
| | thtedness"), the following describ | | lada: wennamê | without hims | dien, costs of consection, |
| | | | | | |
| | | | | | |
| Lot 32 a | and the North % of lot 3 | 1 in block 2 : | in glover's | subdivisio | n of the east |
| % Of the | southwest % of the south | theast % of so | ection 4, to | ownship 39 | north, range |
| 13, 8451 | of the third principal | meriatan, in | cook count | y, illinois | • |
| | | | | | |
| tax id n | 10. 16-04-417-035 | | | | |
| | | | | | |
| | / | | r\1 | EPT-01 RECOR | E-T-C101 # 1-7 |
| | | | | | DING \$13 0701 0 7/09/90 11 04 0 |
| | 90 | | | | |
| | DO CAN | | | | Y RECORDER |
| | | 903267 | 82 | COOK COCK! | NECURPER |
| | (1) | | | | |
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| situated in the County | vat Cook | in the Sta | te of Illinois to | gether with all i | privileges, essements and |
| appurtenances, all rer | nts, issues and profits, all awards a | nd payments made | as a result of th | e exercise of the | e right of aminent domain, |
| and all existing and ful | ture improvements and fixtures (al | I called the "Proper | rty"), hereby rek | easing and waiv | ing all rights under and by |
| virtue of the Homeste | ad Exemption Laws of thic State | | | | |
| Mortnagor coven | ants that at the time of execution | hereof there are n | o liens or encur | nbrances on th | e Property except |
| mongago, coron | Fireman's Euli | | | | |
| | | | | | |
| DATED. This | acknowledge receipt of an exact of 27th day of Apr | | 9.90. | Q_{i} | |
| | | | # 100X | Phyma | - |
| | | - AF-V | uc at . | RULI | (Sr.AL) |
| | | A the en | 1 | | (SEAL) |
| | | -43-4- | | | (SEAL) |
| STATE OF ILLINOIS | ; | ** | | | |
| | ISS | | | 0. | |
| COUNTY OF | Cook) | | | 0. | |
| i. the undersigned | dinotary in and for said County, in | | d, DO HEREBY | CERT FY. ha | f |
| | Venus Cross and Jesi | us Padelia | | | |
| | S | | 200 | | |
| sersonally known to n | ne to be the same person. S. whos person, and acknowledged that t | he Winned senior | LEL BUOSCRIDE | iu to the forego the said instrum | ng instrument, appeared |
| and voluntary act for | the uses and purposes therein set | t forth, including th | ne release and v | valver of the rig | int of nomestead |
| | | 7-6 | ١. | Asmal | G / |
| GIVEN under my | hand and notarial seal, this | | | 43 | AD 19 |
| | | | The same | V A KON | 321 |
| | | | - | 1725- | 9.7 |
| | | My commission e | | | |
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| | | | - \$ K包订 | H J. LARS | nni s |
| | | | S NOTARY PU | ALIC, STATE OF I | LLINOIS É |
| | | | EWI COMME | BION EXPIRES | |
| | | | ~~~~ | | ibrerbe § |
| This instrument | es preparanthu Marita Plutz | . 5417 W. 79th | ST. kternie | 2045 | Merite S |
| This instrument w | as prepared by Marita Plutz | 5417 W 79th | ST Morne | 20045 | Merita S |
| This instrument w | es prepared by Marita Plutz | 5417 W 79th | ST. Stores | gu45 | Merita S |
| This instrument w | | 5417 W 79th | ST htmrs | ucit. 0045 | Merite S |
| This instrument w | | 5417 W 79th | ST birms | gu45 | Merite S |
| This instrument w | | 7916 (NAME & ADDRESS) | ST birms | 12 au45 | Merita S |

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

- 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 Mortgagee may require, through insurers approved by Mortgagee, in amounts not less than the unpaid belience 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 memurandum copy and 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 and claim and all proceeds from such insurance shall be applied it 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.
- 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 coverants: to keep the Property free from other liens and encumbrances auperior to the tien of this mortgage, to pay all superior terial or encumbrances as they fell due; to keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and flutures; not to commit waste or permit waste to be committed upon the Property; not to remove, demolish or materially after any part of the Property without Mortgages's prior written consent, except Mortgagor may remove a firsture, provided the fluture is promptly replaced with another furture 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 all 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 (hereinalter "Escrow"). Dut, if not designated to be paid to Escrow, to pay before they become determined at taxes, assessments and other charges which may be troved or assessed against the Property, and to pay the propeny insurance premiums when due. Upon Mortgagoris's fasture to perform any duty heren, 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 tool inference with Mortgages'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 interior tiens 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 is is indebtedness and mortgage and without in any way affecting the priority of the feel of this mortgage, to the full exient of the indebtedness remaining unpaid hereunder, upon any part of the surface property of any or set of the indebtedness or having it is interest in the security described herein to extend the time for payment of any or set of the indebtedness secured hereby. Such agreement shall rich in any way, release or impair the lifen hereof, but shall extend the lien himsof as against the title of all parties having any interest in said security is here. Interest is subject to cald lien.
- 4. Upon default by Morto, gor in any term of an instrument evidencing part or all of the Indebtedness, upon Mortgagor or a surety for any of the Indebtedness cassing to exist, were ming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any covenant or other provision herein, all the Indebtedness shall all Mortgagoe's option be accelerated and become immediately due and payable; Mortgagoe shall have textual remediate, including foreclosure, but failure to exercise any remedy shall not waive it and all remediates shall be cumulative rather than alternative; and in any surface loss the lien hereof or enforce any other remedy of Mortgagoe under this mortgago or any instrument evidencing part or all of the Indebtedner A. Giver 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 Mortgagoe, including but not limited to attorney's and title less.
- 5 Mortgagee may waive any default without waving any other subsequent or prior default by Mortgagor. Upon the commencement or during the pendency of an action to foreclose this mortgage, or entures any other remadles of Mortgagee under it, without regard to the adequacy of the Property as security, the court may appoint a receiver of the Froperty (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 grant until the committed 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 mortgagors are joint and several. This mortgage benefits Mixing provisions and assigns, and their respective hers, 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 descent or by operation of aw upon the death of a joint tenant or a partner or by the grant of a leasehold interest in a part of the Property of three years or less not containing an opion to purchase, Mortgagoe may, at Mortgagoe's option, declare all sums secured by this Mortgagoe immediately due and payable to the extent allow at hy 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, Mortgagor dices / ereby self, assign and transfer unto the Mortgagoe all the rents, its sues and profits now due and which may hereafter become due under or by virile. If 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 not rebeen hereforce or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all suin it resessand agreements unto Mortgagoe; and Mortgagor does hereby appoint irrevocably Mortgagoe its true and lawful attorney (with or without taking consession of the Property) to rent, lease or let all or any portion to the Property to any party at such rents and upon such terms as Mortgagoe shall, in it concretion determine, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hireaft is become due.

Mortgagor represents and agrees that no rent has been or will be paid by any person in pounder on plany portion of the Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the Property has been or will be waived, 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 Mortgagee a mortgagee in possess or in the absence of the taking of actual possession of the Property by the Mortgagee. In the exercise of the powers herein granted Mortgagee, no Labit'y shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor

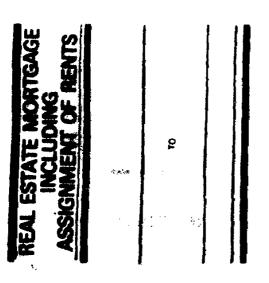
Mortgagor further agrees to assign and transfer to Mortgagee by separate written instrument all future leases runo, all or any part of the Property and to execute and deliver, at the request of the Mortgagee, all such futher assurances and assignments as Mortgagee, shall from time to time require

All leases affecting the Property shall be submitted by Mortgager to Mortgager for its approval prior to the execution it smoot. All approved and executed leases shall be specifically assigned to Mortgager by instrument in form satisfactory to Mortgager.

Although it is the intention of the parties that this assignment shall be a present assignment, it is expressly understood and agreed that Mortgagee shall not exercise any of the rights or powers conferred until the mortgage shall be in default.

Page 2

FORM #2907



MAN, TO (PRIVATEN STAMP)