UNCELLING ASSIGNMENT OF STATES 460

THIS INDENTURE WITNESSETH, THAT THE MOR	GAGOR AUDREY J	MITCHELL	
5923 S HERMITAGE, CHICAGO IL in the Coul	ty of COOP	(whether one or more), of and State of Illinois	
ORTGAGES AND WARRANTS to the Mortgages, MER			
gunty of COOK and State of Illin	ois, to secure the paymer	nt of a certain promissory note in the amount of	
\$ 2007.04 executed by the Mortgagor, bearing even date herewith, payable to the order of Mortgagee, with the Final installment due not later than 6-15-94, 19, any extensions, renewals or modifications of said note; and any cost advanced or expenses incurred by Mortgagee pursuant to this mortgage, including without limitation, costs of collection, (hereinafter the "Indebtedness"), the following described Real Estate			
LOT 43 IN BLOCK 3 IN DEMAREST'S SUBDIV NORTH EAST & OF SOUTH EAST & OF SECTIO 38 NORTH, RANGE 14, EAST OF THE THIRD IN COOK COUNTY, ILLINOIS.	18, TOWNSHIP	,	
TAX ID NO. 20-18-405-014			
60		DEFT-01 RECORDINGS \$13 146888 TRAN 1760 08/12/91 12:54:6 #3277 # F ×-91-408464	
	1408460	COOK COUNTY RECORDER	
purtenances, all rents, issues and profits, all av u.ds and delexisting and future improvements and fix ures (all cities of the Homestead Exemption Laws of this of the	payments made as a resu	_	
Mortgagor covenants, that at the time of execution h	ir iof there are no liens or	r encumbrances on the Property except	
verse side of this mortgage) are incorporated herein by eir heirs, successors and assigns The undersigned acknowledge receipt of an exact continuous statement of the exact con	0/2	hereof and shall be binding on the Mortgagors.	
	- A littley	(SEAL)	
ATE OF ILLINOIS		(30,70)	
DUNTY OF COOK)SS		5	
1. the undersioned rotary in and for said County, in t	ne State aforesaid, DO HE	EREBY CERTILY, That	
rsonally known to me to be the same person—whose fore me this day in purson, and acknowledged that Shid voluntary act for the uses and purposes therein set to GIVEN under my hand and notarial seat, this3	_signed sealed and deli		
	My commission explires	011-12-1-92	
,	1	161, 42	
The strategic and the property of the strategic by		St. Burbank IL 60459	
#50393-8	(NAME & ADDRESS)		

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

- Mortgagor shall keep the improvements on the Property insured against any loss of damage occasioned by fire, extended coverage perils and auch other hazards as Morrgagee may require, through insured against any loss or amage occasioned by the, extended coverage herits and such other hazards as Morrgagee may require, through insurers approved by Morrgagee, in amounts not less than the unpaid balance of the indubtedness plus any other indebtedness secured by the Property, without co-insurance. The policies shall contain the standard morrgage clause in favor of Morrgagee and, unless Morrgagee otherwise agrees in writing, the original or if this is not a first morrgage, a certificate or memorandum copy of all policies covering the Property shall be deposited with Morrgagee. Morrgager shall promptly give notice of loss to insurance companies and Morrgages. If this is a first morrgage, Morrgagee may adjust or compromise and claim and all proceeds from such insurance shall be applied. It Morrgagee'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.
- Mortgager'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 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, demotish or materially after 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, 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 annual real estate taxes and assessments on the Property insurance premiums (hereinafter "Escrow"), but, if not designated to be paid to Escrow, to pay before they become delinguable litaxes, assessments and other charges which may be levied or assessed against the Property, and to pay the property insurance premiums when due. Upon Mortgagors'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 roll 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. interest will be paid on funds held in Escrow and they may be commingled 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 lens thereon in any release any part of the Property or any person hable for any indebtedness secured hereby, without in any way affecting the flability of any party to include hereby and mortgage and without in any way affecting the priority of the lien of this mortgage, to the full extent of the indebtedness remaining inpaid hereunder, upon any part of the security not expressly released, and may agree with any party obligated on the Indebtedness or having any contest in the security described herein to extend the time for payment of any or all of the indebtedness secured herein to extend the lien hereof, but shall extend the lien hereof. Such agreement shalt 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 into est is subject to said lien.
- 4. Upon default by Morgago, in any term of an instrument evidencing part or all of the Indebtedness, upon Morgagor or a surety for any of the Indebtedness ceasing to exist, becaming insolvent or a subject of bankruptcy or other insolvency proceedings, or upon breach by Morgagor of any coverant or other provision herein, all the Indebtedness shall at Morgagee's option be accelerated and become immediately due and payable. Morgagee shall have lawful remedies, actually due to exercise any remedy shall not waive it and all remedies shall be cumulative rather than alternative, and in any suit to inviciose the lien hereof or enforce any other remedy of Morgagee under this morgage 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 Morgagee, including but not limited to attorney's and title
- 5 Mortgages may waive any default without waving the subsequent or prior default by Mortgagor. Upon the commencement or during the pendency of an action to foreclose this mortgage, or eliforcitianly 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 as the court may direct. Invalidity or unenforce and provides the court may direct. bility of any provision of this mortgage shall not affect the lability or enforceability of any other provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortgagors are joint and several. This mortgage benefits Mortgagors are joint and several. This mortgage benefits Mortgagors are joint and several. executors, administrators, successors and assigns
- 6. If all or any part of the Property or either a legal or equitable interest the rein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding transfers by devise or descent or by operation of I wildow 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 option to purchase. Mortgagee may, at Mortgage'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 war or of the right to exercise the same at any other time
- Assignment of Rents. To further secure the indebtodness. Mortgagor doctrier by sell, assign and transfer unto the Mortgagoe 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, or any letting of, or of any agreement for the use or occupancy of the Property or any part thereof, which may have been herefoliore or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all such transfer and agreements unto Mortgagoe, and Mortgagor does hereby appoint prevocably Mortgagoe its true and favore without taking possession of the Property to any godge at with tental and profits the favore to the Property to any configuration of the Property to any configuration and profits the favore to the property to any configuration and profits the favore to the property to any configuration and to collect all of any possession of the Property to any configuration and the property to any configuration and the profits the favore to the property to any configuration and the profits the favore to the property to any configuration and the profits all of any possession of the Property to any configuration and the profits all of any possession of the Property to any configuration and the profits and the prof tion of the Property to any party at such rental and upon such terms as Mortgagee shall in its discretion determine, and to collect all of said rents, is sues and profits arising from or accruing at any time hereafter, and all now due or that may be eafler become due

Mortgagor 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 accrue for any portion of the said Property has been or will be waived, released reduced, discounted or inherwise discharged or compromised by the Mortgagor Mortgagor waives any of the set off against any person in possession of any portion 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 Mortgagee, no hability 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 (pon ill 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 and from time to time require

All leases affecting the Property shall be submitted by Mortgagor to Mortgagee for its approval prior to the execution their of 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 of is expressly understood and agreed that Mortgagee shall not exercise any of the rights or powers conferred until the mortgage shall be in default. FORM #2907 Page 2 MERCURY FINANCE COMPANY OF ILLINOIST BUKBANK, ILLINOIS 6643 BANY WEST 79th STREET BRANCH STAMP ٥ 2 13 . WA