

**UNOFFICIAL MORTGAGE**  
(INCLUDING ASSIGNMENT OF RENTS)

3

THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR LEATHA MITCHELL

(whether one or more), of

1500 S. 8 Ave., Maywood in the County of COOK and State of Illinois

MORTGAGES AND WARRANTS to the Mortgagee, MERCURY FINANCE COMPANY of ILLINOIS of Burbank  
County of Cook and State of Illinois, to secure the payment of a certain promissory note in the amount of

\$ 1440.00 executed by the Mortgagor, bearing even date herewith, payable to the order of Mortgagee, with the Final  
Installment due not later than October 3, 1992, 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

The North 17.6 feet of Lot 19 and all of Lot 20 in Block 174 in  
Maywood, a Subdivision in Sections 2, 11, and 14, Township 39 North,  
Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

TAX ID NO: 15-14-140 006

RECORDING  
INDEXED  
FILED  
JUL 11 1991  
COOK COUNTY REC'D

situated in the County of COOK in the State of Illinois, together with all privileges, easements and  
appurtenances, all rents, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain,  
and all existing and future improvements and fixtures (all called the "Property"), hereby releasing and waiving all rights under and by  
virtue of the Homestead Exemption Laws of this State

Mortgagor covenants that at the time of execution hereof there are no liens or encumbrances on the Property except  
Citibank Svcs. Corp.

This mortgage consists of two pages. The covenants, conditions, provisions and assignment of rents appearing on page 2 (the  
reverse side) of this mortgage are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor.  
Their being so incorporated is hereby acknowledged.

The undersigned acknowledge receipt of an exact copy of this mortgage.

DATED this 1st day of JULY, 1991

Leatha Mitchell (SEAL)  
Leatha Mitchell (SEAL)

STATE OF ILLINOIS  
COUNTY OF Cook

I, the undersigned Notary in and for said County in the State aforesaid DO HEREBY CERTIFY THAT  
LEATHA MITCHELL

personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared  
before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free  
and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of Homestead

GIVEN under my hand and Notarial seal this 1st day of JULY, A.D. 1991

My commission expires 11-2-94

This instrument was prepared by SALWA ABU-RUMELIEH 5417 W 79th St., Burbank IL 60459  
# 50877-0 (NAME & ADDRESS)

1300

# UNOFFICIAL COPY

## 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 or insured by fire extended coverage, plus any 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 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 memorandum copy of all policies covering the Property shall be deposited with Mortgagee. Mortgagor 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 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. 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 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 and all property insurance premiums hereinafter, Escrow, but if not designated to be paid in Escrow, to pay before the due date of any subsequent real taxes, assessments, and other charges which may be levied or assessed against the Property, and to pay the 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 repaid by the mortgagor, bearing interest from date incurred until date paid at the level of the annual percentage rate disclosed on the note of even date herewith or the highest rate allowed by law. Its 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 other lien 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 agree with any party obligated by 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 in no 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, and the interest is subject to said lien.

4. Upon default by Mortgagor in any term of an instrument evidencing part or all of the indebtedness upon which Mortgagee is a surety for all of the indebtedness owing to it, becoming insolvent or a subject of bankruptcy or other insolvency proceedings, or upon the death of Mortgagor if any co-mortgagor or other person hereinafter, the indebtedness shall at Mortgagee's option, be accelerated and become immediately due and payable. Mortgagee shall have as its remedies, including foreclosure, but failure to exercise any remedy shall not constitute a waiver and a remedy shall be cumulative rather than alternative, and its remedy shall not be limited to the remedies herein provided. Mortgagee shall have the right to exercise any other remedy available to it under any instrument evidencing part or all of the indebtedness, there shall be allowed and included as additional indebtedness in the term for said or other instrument or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee in doing but not limited to attorney's and title fees.

5. Mortgagee may waive any default without affecting any other subsequent or prior default by Mortgagor, upon the understanding that such the lender's remedy shall not include this mortgage, or any other remedies of Mortgagee or the lender, without regard to the advantage of the Property as security, the court may appoint a receiver of the Property including homestead interest, without notice, 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 in the confirmation of said order and may, under the rents, issues and profits which are so collected, to be held and applied, the court may direct the sale or other disposition of any proceeds of this mortgage shall not affect the validity or enforceability of any other provision. The covenants and agreements of Mortgagee are not to be waived. This mortgage benefits Mortgagee, its successors and assigns, and binds Mortgagor and the respective heirs, executors, administrators, successors and assigns.

6. If at any time the Property or either a legal or equitable interest therein is sold or transferred by Mortgagor with the Mortgagee's prior written consent, said transferee, by lease or deed or by operation of law, or in the event of the death of a mortgagor, a partner in a partnership, or a beneficiary of a trust, or a part of the Property, if three years or less, not containing a option to purchase, Mortgagee may, at Mortgagee's option, exercise all remedies secured by this Mortgage, if immediately due and payable to the extent allowed by law, and the option to purchase 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 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, or any letting of land, or any agreement of any kind, or any part of the Property or any part thereof, which may, or has been, made, or may be hereafter made or agreed to be made, and all the rents, issues and profits, that shall accrue therefrom or be derived from all such leases and agreements, to the Mortgagee, and Mortgagee hereby appoints itself as the Mortgagee's true and lawful attorney, with full power of taking, receiving and collecting the rents, issues and profits of the Property, and all the rents, issues and profits, and all the proceeds of such term as Mortgagee may, in its discretion, determine, with respect to all such leases and agreements, and all the rents, issues and profits, at any time hereafter, and all obligations that may be incurred thereon.

Mortgagor represents and agrees that no rent has been or will be paid to any person, partnership, or any part of the Property for more than the installment or advance and that the payment of none of the rents to accrue for any period of time, or any part thereof, will be waived, reduced, or discharged or otherwise discharged or compromised by the Mortgagor. Mortgagor waives its right to sue against any person, partnership, or 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 process, or the absence of the taking of actual possession of the Property by the Mortgagee. In the exercise of the powers herein granted Mortgagee, its agents, shall be asserted or enforced against Mortgagor, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgagee by separate written instrument all the leases, 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 may from time to time require.

All leases affecting the Property shall be submitted by Mortgagor to Mortgagee for its approval prior to the execution of the lease. 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, the parties do hereby agree and agree that Mortgagee shall retain all of the rights or powers conferred until the mortgage shall be in default.

REAL ESTATE MORTGAGE  
INCLUDING  
ASSIGNMENT OF RENTS

TO

MAIL TO BRANCH STAMP

MERCURY FINANCE COMPANY OF ILLINOIS  
5417 WEST 70th STREET  
BROOKDALE, ILLINOIS 60449  
312-591-1000