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WENDY LYNN COOPER (UNARRIED) 2008 SOUTH JYTH, AVE. BROADYIEW I. IL. 60152 MICHAEL STATES M	THIS INDENTURE, made 1-16 19 91, between		
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Commission expires 11-13-93 11. Diane M. Hach Mel Steller Public	Given under my hand and official seal, this 16TH day of	JANUARY 1091	
Diane m. Hach melstern mill			
		hane m. Hach nelsteen vision	

Farm # 12101

UNOFFICIAL COPY

ADDITIONAL CONVENANTS CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 1. Mortangueball (1) promptly repair, restore or rebuild any buildings or improvements now or heresiter on the premises which may become damaged or buildings of improvements now or heresiter on the premises which may become damaged or buildings and repair, without waste, and free from mechanic's or other liens or claims for iten not expressly subordinated to the lien hereof (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortagger or to holder of the contract. (4) complete within a reasonable (time any buildings now or at any time in process of erection upon said premises. (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof: (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire po confessions.
- 3. Mortgagors shall keep'sfillbuildings and improvements now and hereafter situated on suid premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policies and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein. Mortgagee or the holder of the contract may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the contract to protect the medgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and pay foir without notice, inaction of Mortgagee or holders of the contract shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mongagee or the holder rithe contract hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill statement or Lettinate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any we resessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each item of nd obtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgagors hall, notwiths landing anything in the contract or in this Mortgagor to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment on the contract, or (b) when default shall occur and continue for tare; days in the performance of any other agreement of the Mortgagors herein contained.
- 7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, Interestable be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incutred by or on behalf of Mortgagee or holder of the contract for attorneys' less, appraiser's less, outlays for documentary and expent evidence, stenograph...or' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title title searches and examinations, guarantee policies. Torrens certificates and similar evidence with respect to title as Mortgagee or holder at the contract may deem to be transonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall be a man so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the contract in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, c'aim and or defendant, by reason of this Mortgage or any indebtedness hereby secured; or the preparations for the commencement of any suit for the foreclose whether or not actually commenced or it preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed an applied in the following order of priority (first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to inat evidenced by the contract. (hird, all other indebtedness, figure, remaining unpaid on the contract: fourth, any overplus to Morigagors, their helps, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a bill to foreclose this mortgage the court in which some bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the spice provided as a homestead or not and the Mortgagee hereunder may be appointed as such receiver, such receiver shall have power to object the rents, issues and profits of said premises during the pendency of sich foreclosure suit and, in case of a sale and a deficiency during the full significance provided as a homestead or not redemption or not, as well as during any further times when Mortgagors, except for the intervention of significance and in the powers which may be necessary or are usual in such cases for the preceiver, would be entitled to collect such rents, issues and opinion and operation of the preceiver which may be necessary or are usual in such cases for the preceiver to apply the net income in his hands in phyment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing (1) is Mortgage or any tax, special assessment or other life whole of said period. The Court from time to time may author the receiver to apply the net income in his hands in phyment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing (1) is Mortgage or any tax, special assessment or other life while, may be or become superior to the lien hereof or of such decree, provided such application it made prior to foreclosure sale: (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would no be good and available to the party interposing same in an action at law upon the contract hereby secured.
- 11. Mortgagee or the holder of the contract shall have the right to inspect the premises at all reasonable times and access, pereto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the vri. ten consent of the holder of the contract secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, unything in said contract or this mortgage to the contrary notwithstanding.

	Assignment				
FOR	POR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within mortgage to				
		Zeriou Motosce			
Date 1-16-91 Morngagee Lucy Dy Waterprooping					
By Solutile Comey					
D E	NAME	RETURN TO:	PUR DESCRIPTION OF THE PROPERTY HEREIN STATES OF A PROPERTY HEREIN OF STREET ADDRESS OF A PROPERTY ADDRESS OF A PROPER		
L	STREET	UNION MORTGAGE CO., INC. P. O. BOX 515929	RETA MELUCH		
V	CITY	DALLAS, TEXAS 75251-5929 214/6/0-3134	4401 ROCKSTAE RD. This Institution Was Proposed by		
R Y	INSTRUCTION	or OR	CLEVELAND OHTO 44131		