UNOF PART COPS 18()290

THIS INDENTURE WITNESSETH, THAT THE MORTGAGO	R Nathanie	1 and Debora	h Hubbard
		(wi	nether one or mote), of
8629 S Michigan Chicago, IL in the County of MORTGAGES AND WARRANTS to the Mortgages, MERCURY		ALLINOIS OF BU	and State of Illinois rbank
County of Cosk and State of Illinois, to	secure the payment of	a certain promissor	
\$ 5949.60 executed by the Martgagor, bearing ever installment due not later their Fabruary 16,1997; an advanced or expenses incurred by Mortgages pursuant to the telephone of the following described Real E	y extensions, renewals his mortgage, include	or modifications of:	said note; and any cost
Lot 137 (Except the South 25 feet	thereof) in	Superior Con	rt.
Partition of the Southwest & of t	he Southwest	of Section	34,
Township 38 North, Range 14, East	of the Third	Principal	•
Meridian, in Cook County, Illinoi	S.		
TAX ID NO: 20-34-320-026	•		639 03/19/92 14:44:00
	•	COOK COUNTY	RECORDER
8629 S Michigan			
Chicago IL 60(1)			
substant in the County of Gook Ox	in the Caste of History	topother with all fer	ulanar assaments and
appurtenances, all rents, issues and profits, all aw? . is and paym and all existing and future improvements and fixt: res (all called the virtue of the Homestead Exemption Laws of this Sual.)	ents made as a result of	the exercise of the re	vileges, easements and ight of eminent domain, gall rights under and by
Mortgagor covenants that at the time of execution he entit	nore are no base or re	umbrances on the i	Dronastu avrant
Fleet arts			- topolity except and
This mortgage consists of two pages. The covenants, conclusiverse side of this mortgage) are incorporated herein by reference heirs, successors and assigns.	ions, provisions and as non-and are a part here	signment of rents ap of and shall be bind	opearing on page 2 (the ling on the Mongagors,
The undersigned acknowledge receipt of an exact copy of	his mustyage		
DATED This 17th day of January	. (9 <u>91</u>		
Y -	Nathaniel ?!	ultward	(SEAL)
7 4	Delioralia 6	1. Alacd	(SEAL)
		-/-/	
STATE GETTLEROIS)		T	92180290
COUNTY OF Cook		0,	9220020
i, the undersigned notary in and for said County, in the State Nathanie I and Debor	e aforesaid, DO HERE ah Hubbard	BY CERTIFY. Thu	
			<u> </u>
personally known to me to be the same persons, whose name before me this day in person, and acknowledged that The Visign and voluntary act, for the uses and purposes therein set forth, if	ed, sealed and deliver	d the said instrume	oinstrument, appeared nt as their free of nomestead.
GIVEN under my hand and notarial seal, this	Scupp	SE OKOLIK	A.O 19
		65-5X4-96 8912	Rac S
My col	nmission expires	Taring Italy	8
		~~ 1811/98 }	
	•	المرابع	en de la companya de La companya de la co
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	F 45 70.3	: - n	50450
This instrument was prepared by Eileen Finn 542	5 W. 79th ST E A ADDRESSI	Burbank IL	00459

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

- 3. Mongagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage petits and such other hazards as Mongagee may require, through insurers approved by Mongagee, in amounts not less than the unpertipalance of the individualness plus any other indebtedness secured by the Property, without co-insurance. The policies shall contain the standard mongage clause in lavor of Mongagee and, unless Mongagee otherwise agrees in writing, the original or, if this is not a first mongage, a certificate or membrandum copy of an opicies covering the Property shall be deposted with Rongagee. Mongage indicate or loss to insurance companies and Mongagee, if this is a first mongage, Mongagee may adjust or compromise and claim and all proceeds from such insurance shall be applied. It Mongagee's option, to the installments of the Note in the inverse order of their materiales 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 ken 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 lixtures; not to commit waste or period waste to be committed upon the Property; not to remove, demoksh or materially aster any part of the Property without Mortgagee's prior written consent, except Mortgagor may remove a trictire, provided the fixture is promptly replaced another lixture of at least equal utility; to comply with all laws, ordinances, and regulations affecting the Property. It 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 to Escrow, to pay before they become delinquent at taxes, 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 berein, Mortgagee may, at its option and without notice, perform such duty, including without including any amount and the cost of such performance shall be due on demand and secured by this mortgage, bearing interest from date minimizes will be paid on funds neith 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 neith in Escrow and they may be commingled with Mortgagee's general funds.
- 3. Morgagee, without notice and without regard to the consideration, if any, paid literefor, and notwithstanding the existence at that time of any interior tens tinereon, may release any part of the Property or any person liable for any indebtedness secured heleby, without in any way affecting the liability of any party to the interior time security of the line of this mortgage, to the full extent of the indebtedness remaining unpoint hereunder, upon any part of the security not expressly released, and may agree with any party obligated on the Indebtedness or having any referest in the security described herein to extend the time for payment of any or all of the indebtedness secured hereby. Such agreement shall not unlary, release or impair the lien hereof, but shall extend the lien nereof as against the title of all parties having any interest in said security which any at subject to said lien.
- 4. Upon default by Morgago, nany term of an instrument evidencing part or all of the Indebtedness, upon Morgagor or a surety for any of the indebtedness ceasing to exist, become, insolven or a subject of bankruptcy or other insolvency proceedings; or upon breach by Morgagor of any coverant or other provision herein. All for indebtedness shall at Morgagee's option be accelerated and become immediately due and payable; Morgagee shall have tawful remedies, not ungritoreclosure, but failure to exercise any remedy shall not waive it and all remedies shall be cumulative rather than apernative; and in any suit to principle the lien hereof or enforce any other remedy of Morgagee under this morgage or any instrument evidencing part or all of the Indebtedness if the Shall be ablowed and included as additional indebtedness in the decree for sale or other judgment or exerce, all expenditures and exponses which may, he paid or included by or on behalf of Mortgagee, including but not limited to altorney's and title fees.
- 5 Mortgagee may wan a any default without waving any other subsequent or prior default by Mortgager. Upon the commencement or during the pendency of an action to toreclose this mortgage, or entorue into other remedies of Mortgagee under it, without regard to the adequacy of the Property as security, the court may appoint a receiver of the Property and collect the rents, issues and profit in the Property and exercise such other powers as the court may grant until the confirmation of sale, and may either rents, issues and profits when so collected, to be held and applied as the court may direct, invaliday or unenforceability of any provision of this mortgage shall not affect the valuaty or aniforceability of any other provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortginoria its successors and assigns, and binds Mortgagor(s) and their respective heirs, executors, administrators, successors and assigns.
- 6. If all or any but of the Property or either a legal or equilable interest " whin is sold or transferred by Morigagor without Morigagoe's prior written consent, excluding transfers by devise or descent or by nourition of lay upon the death of a joint terrain 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 cotion to purchase, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage immediately due and payable to the extent allowed by awand 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.
- Assignment of Renrs. To further secure the indebtedness. Mortgagor does neruby self, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by writte unity lease, whether written or oral, or any letting of; or of any setterement for the use or occupancy of the Property or any part thereof, which may have been herefoldere or may be nereafter made or agreed to, if the intention hereby to establish an absolute transfer and assignment of all such less and agreements unto Mortgagee, and Mortgagor does need by appoint viewocably Mortgagee its true and lawful attorney (with or without taking procession of the Property) to rent, lease or let all or any portific of the Property to any party at such rental and upon such terms as Mortgagee shall, in its discrete different due.

Microgagor represents and agrees that no rent has been or will be paid by any person in possermor, of any portion of the Property for more than one installment in advance and that the payment or notio of the rents to accrue tor-any portion of the compromised by the Mongagor. Mortgagor waives an, malt 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 nerein 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 liability wall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgager.

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

All leases affecting the Property shall be submitted by Morigagor to Morigagea for its approval prior to the execution live and and executed leases shall be specifically assigned to Morigagee by instrument in form satisfactory to Morigagee.

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

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FORM #2907

MORTGAGE	RENTS					
ATE	ENT OF	1,5x; 2 , 1,1,1		 		BRANCH STAMP)
REAL ES	ASSIGNIN			• *	,	LKAIL TO