SAMUEL COULTER THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR ... (whether one or more), of 11302 S Peoria Chicago Cook and State of Illinois _ in the County of MORTGAGES AND WARRANTS to the Mongages, MERCURY FINANCE COMPANY of ILLINOIS of Burbank _ and State of Illinois, to secure the payment of a certain promissory note in the amount of County of . \$ 2631.84 installment due not later than . 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 45 in Sheldon Heights West 5th Addition, being a part of the East One-Half of the North East One- Quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. Subject to restrictions of record and General Taxes for the years 1060, 1969 and subsequent years TAX ID NO: 25-20-229-002 DEPT-01 RECORDINGS \$23.1 888 TEM 6671 03/19/92 15:13:00 407 + 1F 11302 S Peorin Ave Chicago IL 600%3 situated in the County of __ in the State of Illinois, together with all privileges, easements and appurtenances, all rents, issues and profits, all award, 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-Ford Consumer Finance This mortgage consists of two pages. The covenants, conditions, provisions and assignment of rents appearing on page 2 (the reverse such of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors. their heirs, successors and assigns. The undersigned acknowledge receipt of an exact copy of this morigar,e. day of . (SEAL) STATE OF ILLINOIS 155 Cook COUNTY OF _ I, the undersigned notary in and for said County, in the State aforesaid, DO HEREBY CERTIFY. Thut Samuel Coulter is subscribed to the foregoing in strument, appeared personally known to me to be the same person___whose name __ before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of his and voluntary act, for the uses and purposes therein set forth, including the release and waive of the right of comestead GIVEN under my hand and notarial seal, this

Eileen Finn 5425 W. 79th ST Burbank Il 60459 This instrument was prepared by .. **#53106-1**

My commission expires

\$23.50

- 1. Mortgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverlage perits and 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. If 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 fortires; 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 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 winningee 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 designales, 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 herein, Mortgagee may, at its option and without notice, perform such duty, including without limitation paging any amount and the cost of such performance shall be due on demand and secured by this mortgage, bearing interest from date incurred until 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 commingled with Mortgagoe's general funds.
- 3. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwinstanding the existence at that time of any interior liens thereon, may release any part of the Property or any person habite for any indebtedness secured hereby, without in any way affecting the liability of any party if 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 on 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 out in any way, release or impair the lien hereof, but shall extend the heri hereof as against the title of all parties having any interest in said security witch interest is subject to said here.
- 4. Upon default by Morga jor in any term of an instrument evidencing part or at the Indebtedness, upon Mortgagor or a surety for any of the indebtedness ceasing to exist. The most subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any coverant or other provision here in it is the Indebtedness shall at Mortgagoe's option be accelerated and become immediately due and payable; Mortgagoe shall have lawful remedies, including foreclosure, but faiture to exercise any remedy shall not waive it and all remedies shall be cumulative rather than atternative; and in any suit of foreclosure, but faiture to exercise any other remedy of Mortgagoe under this mortgago 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 Mortgagoe, including but not limited to attorney's and trife fees.
- 5 Mortgagee may warre any default without withing any other subsequent or prior default by Mortgagor. Upon the commencement or during the pendency of an action to foreclose this mortgage, or enforce any 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 including homestead interest) without bond, and may empower the receiver of the Property and interests without bond, and may empower the receiver to take possession of the Property and decrease such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and provide when so collected, to be held and applied as the court may direct. Invalidity or unenforceablity of any provision of this mortgage shall not affect the validity or enforceability of any other provision. The covenants and agreements of all Mortgagors are york and several. This mortgage benefits Mc rigit gee, its successors and assigns, and binds Mortgagor(s) and their respective heirs, executors, administrators, successors and assigns.
- 6: If all or any past of the Property or either a legal or equitable interest therein is sold or transferred by Mortgagor without Mortgagoe's prior written consent, excluding transfers by devise or descent or by operation of his count 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 in option to purchase. Mortgage may, at Mortgage's option, declare all sums secured by this Mortgage immediately due and payable to the extent a few of by law and the note(s) hereunder and any failure to exercise said option shall not constitute a wavier of the right to exercise this same at any other into
- Assignment of Rents. To further secure the Industredness, Mortgagor dous hereby sell, assign and transfer unto the Mortgagoe all the rents, issues and profits now due and which may hereafter become due under or by who of any lease, whether written or orat, or any letting of, or of any agreement to the use or occupancy of the Property is any part thereof, which it lay have been hereofore or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all such whases and agreements unto Mortgagoe, and Mortgagor does hereby appoint irrevocably Mortgagoe its true and tax full altorney (with or without taking possession of the Property) to rent, lease or let all or any portion of the Property to any party at such rental and upon such terms as Mortgagoe should in discretion 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 hy reaffer 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 otherwise discharged or compromised by the Mortgagor, Mortgagor waives a hy 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 construting the Morigagee a mortgagee in possessing 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 Labety 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 leaves upon 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 sases affecting the Property shall be submitted by Mortgager to Mortgager for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to Mortgagee by instrument in form satisfactory to Mortgagee.

Athough it is the intertion of the parties that this assignment shall be a present assignment, it is expressly understorula ad agreed that Mortgagee shall not exercise any of the rights or powers conferred until the mortgage shall be in default.

Page 2

FORM #2907

REAL ESTATE MORTGAGE INCLUDING ASSIGNMENT OF RENTS	70		
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TO BRANCH STAMP

MAN, TO