## 9356723NOICLIDINGASE CHILLIP OF THE MORTGAGOR Charles Dotson

In the County of Cook of the County of Cook of the County of Cook of C	9049 S. Elizat	beth Chicago,	MORTGAGOR, CHAILE	ve doublett, extepere of the special (v	hether one or more), of
This instrument was prepared by Cynthia-Galbauy; 1736 Siter lambs of a certain promisery note in the amount of the sum of the control of the	t graf ell mensern reperieture : Les la la la mensera de la	ton difference on a serie in the	County of Annual According	ap, of will furthernades security of the	and State of Illinois
Lot 28 (except the S. 5 feet) and the S. 15 feet of Lot 29 in Block 1 in Kelly's Subdivision of the SE & of the NW & of Section 5. Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.  93567230  PIN # 25-05-131-014  PIN #	County of Cook	and State (	of illinois, to secure the pay bearing even date herewit	rment of a certain promisso h, payable to the order of M	ry note in the amount of
Lot 28 (except the S 5 feet) and the S 15 feet of Lot 29 in Block 1 in Kelly's Subdivision of the SE & of the NN % of Section 5. Jownship 37 North, Range 14, feat of the Third Principal Meridian, in Cook County, Tilinois.  93567230  PIN # 25-05-131-014  PIN # 2	nstallment due not later idvanced or expenses i	than July 3rd	,1998; any extensions, rursuant to this mortgage,	enewals or modifications of including without limitation	said note; and any cost on, costs of collection,
the SE 4 of the NW 4 of, Section. 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.  93567230  BIN # 25-05-131-014  DEPT-61 RECORDING 1488866 THEM 6579 87/21/93 14:39:96 148886 THE		Ditess ), the following wos-	and the second of the second o	and a felt of the second of the second secon	the state of the s
the SE 4 of the NN 4 of Section 5. Township 37 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois  93567230  DIN # 25-05-131-014  DEPT-01 RECORDING  \$23.1  THEBBB THEM 5799 97/21/93 14:39:99  KASSA ** ** ** ** ** ** ** ** ** ** ** ** **	The second secon	Lot 28 (excep	to the S. Sofeet)	and the S 15 fee	ing a series of the second of
North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.  93367230  PIN # 25-05-131-014  BEET-61 RECORDING 1788886 TRANS 6799 97/21/93 14:39.60  #8536 # * 23 - 5.6.7239.0  GOOK COUNTY OF COOK  This morraigle consists of live pages. The coverants, colliditions, provisions sind assignment of rents appearing on page 2 (the verse side of liths morraigne) as incorporated herein by refusence and are a part hereol shift shall be binding on the Morraigners. This morraigner acknowledge receipt of an exact copy of this morraigned acknowledge receipt of an exact copy of the receipt of the rec	The second of th	of Lot 29 in	Block 1 in Kelly	s Subdivision o	
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## UNOFFICIAL COPYCOTOS THE COVENANTS, CONDITIONS, PROVISIONS AND ASSIGNMENT OF RENTS REFERRED TO ON PAGE 1 (THE REVERSE

SIDE OF THIS MORTGAGE):

- adgagor shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perits and such other hazards as Mortgagee may require, through insurers approved by Mortgagee, in amounts not less than the unpaid balance of the indubtedness plus any other indebtudness secured by the Property, without co-insurance. The policies shall contain the standard mortgage clause in favor of Mortgages and, unless Mortgages 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 Mortgages. Mortgages shall promptly give notice of loss to insurance companies and Mortgages. If this is a little mortgage, Mortgages may adjust or compromise and claim and all proceeds from such insurance shall be applied, in Mortgages's option, to the instrillments 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 tien of this mortgage; to pay all superior liens or encumbrances as thisy tall 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 after any part of the Property without Mintgagee's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another lixture of at least equal utility; to comply with all taws, 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 insulance premiums (hereinafter "Escrow"), but, if not designated to be paid to Escrow, to pay before they become definition due, those Mortgagors's failure to perform any duty herein. Mortgagee may, at its potion and without notice, perform such duty, including without 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 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 lunds hold in Escrow and they may be commingled with Mortgagee's general lunds.
- 3. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any ice terior liens thereon, may glease 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 item of this mortgage, to the full extent of tree indebtedness remaining unnait hereunder, upon any part of the security not expressly released, and may agree with any party obligated on the India-bedtedness 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 not in 3 by 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 are east as subject to said lien.
- 4. Upon default by Morigac, rin any term of an instrument evidencing part or all of the indebtedness; upon Mortgagor or a surely for any of the indebtedness ceasing to exist, theconylin insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any coverant or other provision herein, all the indebtedness shall at Mortgagoe's option be accelerated and become immediately due and payable; Mortgagoe shall have lawful remedies including foreclosure, but failure to exercise any remedy shall not waive it and all remedies shall be cumulative rather than alternative; and in any suit tr. to eclose the lien hereof or enforce any other remedy of Mortgagee under this mortgage or any instrument evidencing part or all of the Indebtedness, here shall be allowed and included as additional indebtedness in the ducree for sale or other judgment or ducree, all expenditures and expenses which may be paid or incurred by or on behalf of Mongagee, including but not limited to attorney s and tille
- 5 Mongages may waive any default without waying any other subsequent or prior default by Montgager. Upon the commencement or during the pendency of an action to foreclose this montgage, or enforced any other remedies of Montgages 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 exercise such other powers as the court may grant until the confirmation of the Property and exercise such other powers as the court may grant until the confirmation. mation 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 unenforceatibility of any provision of this mortgage shall not affect the "affect yet or enforceability of any other provision. The covenants and agreements of all Mortgagois are joint and several. This mortgage benefits Mort paper its successors and assigns, and binds Mortgagor(s) and their respective heirs, executors, administrators, successors and assigns.
- 6. If all or any part of the Property or either a legal or equitable in erest therein is sold or transferred by Mortgagor without Mortgagoe's prior written consent, excluding transfers by devise or descent or by operation of lary up in 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 air option to purchase. Mortgage may, at Mortgage's option, declare all sums secured by this Mortgage immediately due and payable to the extent allowed by the mote(s) hereunder and any failure to exercise the same at any other time.
- Assignment of Hents. 1.) turiner socure the indebtedness, Mortgagor doe, 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 v..." a 2' 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 herefolore or may be hereafter made or agreed to, it being the intention hereby to establish an absolute transfer and assignment of all such lastes and agreements unto Mortgagee, and Mortgagor does hereby appoint irrevocably Mortgagee its true and tawfut attorney (with or without taking passession of the Property) to rent, lease or tet all or any portion 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, issues and profits arising from or accruing at any time hereafter, and all how due or that may here after become due.

  Mortgagory represents and averse that no rent here here or will be noted to be a continuous control of the property. 7. Assignment of Rents. To further secure the Indebtedness, Mortgagor doe, hereby sell, assign and transfer unto the Mortgagee all the rents, is-

Mortgagor represents and agrees that no rent has been or will be paid by any person in postession 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 property has been or will be waived, released, discounted or otherwise discharged or compromised by the Mortgagor. Mortgagor waives on right of set off against any person in possession of the Property. Mortgagor agrees not to further assign any of the rents or profits of the Property.

Nothing herein contained that 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 ite still be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagor further agrees to assign and transfer to Mortgages by separate written instrument all future leases upon all or any part of the Property and to execute and deliver, at the request of the Mortgages, all such futher assurances and assignments as Mortgagues hall from time to time require.

All leases affecting the Property shall be submitted by Mortgagor to Mortgages for its approval prior to the execution it ereof. All approved and executed leases shall be specifically assigned to Mortgages by instrument in form satisfactory to Mortgages.

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

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