COPY (INCLUDING ASSIGNMENT OF RENTS)

THIS PICENTURE WITHESSETH, THAT TIFE, AS JOINT TENANTS	T THE MORTGAGOR	HOMER D GREEN	AND CHERYL	J GREEN. HIS
NOTES AND		СООК	·	. (whether one or more), o
ORTGAGES AND WARRANTS to the Mort	_ in the County of toegoe, MERCURY FII		ILLINOIS of_	CHICAGO
unty of and	State of Illinois, to see	cure the payment of	a certain promis	sory note in the amount o
1773 12 executed by the Mor				
teliment due not later than <u>MAY 10</u> ranced or expenses incurred by Mortgi				
reination the "Indebtedness"), the followin			ig williout milli	anon, costa or conscitor
LOT 3 IN RESUBDIVISION OF LOTS				
LOTS 21 TO 0% INCLUSIVE, ALSO				
ADJOINING SAID LOTS (SAID ALL	LEYS VACATED APT	IL 22, 1955		
as DOCUMENT 61220395) IN EM-LU	J-DEL SUBDIVISIO	N OF LOTS		
173, 174, 175 and 176 of BROAD SECTION 22, TOWNSHIP 39 NORTH,	NIEW, A SUBDIVI	SION OF		
THIRD PRINCI AL MERIDIAN, IN C				
A Company of the Comp	· · · · · · · · · · · · · · · · · · ·			
PIN 15-22-224-043		•		
532 S 16th ave PACADVIEW IL				
				and the
			DEPT-01 RECOR T#0012 TRAN	DING \$2 3296 06/08/94 09:22:
		:	\$2920 à SK	メータイー5059
		,	CUDK COUNT	TY RECORDER
	X			
unted in the County ofCOOK_	in	the State of Illinois.	logether with all	privileges, easements and
purtenances, all rents, issues end profits, al				
id all existing and future improvements and t tue of the Homestead Exemption Laws of t		'Property"), hereby re	eleasing and war	ving all rights under and b
•				
Mortgagor covenants, that at the time of	execution lit reof there	e are no liens or enc	umbrances on t	he Property except
eir heirs, successors and assigns. The undersigned acknowledge receipt of	f an exact copy of this	mortgagi		
ATED, This day	ofAPRIL_	19	10	•
	· × 7	Lanni 16		0001
	₹ }//	147 W/	EXVI	(SEAL
		nevy	1. Bree	(SEAL
ATE OF HILLSON	,	00	7000	POPOAO
XIE OF ILLINOIS	iss		0 94	505918
UNTY OF COOK	.)			
I, the undersigned notary in and for said of the D. GREEN AND CHERYL J. GREE	County, in the State a	foresaid, DO HERES	Y CERTIFY, TA	š′
MER D GREEN AND CHERYL J GREE	N, HIS WIFE, AS	JOINT TEMANTS		
socially known to me to be the same perso	un S whose name (3 subscrib	sed to the forest	oing extrument appeared
ore me this day in person, and acknowleds	Tr V	sealed and delivere	d the said instru	oing walrument appeared
f voluntary act, for the uses and purposes				
GIVEN under my hand and notarial seat, t	this. 4th	a davot.	APRIT .a	A.D. 1994
2 -		estern -	Galux.	Win.
OPPICIAL SEAL		7	1.1201	
ANTHONY IMBURGIA	My commi	ssion expires	3/198 0	
Notary Public, State of Pages My Commission Supres S-21-66		•		
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37/	9 N Milwuaeemen1	Cago IL 00040		grea .
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THE COVENANTS, CONDITIONS, PROVISIONS AND ASSIGNMENT OF RENTS REFER**RED TO ON PAGE 1** (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgager shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee, in amounts not less than the unpaid balance of the indibbalness 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 a policies covering the Property shall be deposited with Mortgagee. Mortgager shall promptly give notice of loss to insurance companies and damage. Mortgagee. If this is a first mortgage, Mortgagee may adjust or compromise and claim and all proceeds from such insurance shall be applied. It Mortgagee's option, to the installments of the Note in the inverse order of their majorities or to the restoration of the improvements on the Property.
- Mortgagor covenants: to keep the Property free from other flens 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 fenantable condition and repair, and to restore or replace damaged or destroyed or encumbrances as they full due; to keep the Property in good and tenantable condition and repair, and to restore or reptace damaged or destroyed improvements and fixtures; not to commit waste or permit waste to be committed upon the Property, not to remove, demoksh or materially safer 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 the estimated annual real estate taxes and assessments on the Property and all property insurance premiums (hereinatter. Escrow'), but, if not designated to be paid to Escrow, to pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, and to pay the property insurance premiums when due. Upon Mortgagoris'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 froin date interest will be paid on funds held in Escrow and they may be committed with Mortgagee's general funds.

 3. Mortgagee's given 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 committed with Mortgagee's general funds.
- 3. Mortgages, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any interior liens 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 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 not un any 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 in area is subject to said lien.
- 4. Upon default by Mortga or i) any term of an instrument evidencing part or all of the indebtedness, upon Mortgagor or a surety for any of the indebtedness ceasing to exist, beur ning insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any coverant or other provision herein. As the Indebtedness shall at Mortgagoe's option be accelerated and become immediately due and payable; Mortgagoe shall have lawfull remedies shall be utilized to exercise any remedy shall not waive if and affirmedies shall be utilized 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 discree for sale or other judgment or decree. decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorney's and title lees.
- 5 Mortgagee may warve any default without wrining any other subsequent or prior default by Mortgagor. Upon the commercement or during the pendency of an action to fereclose this mortgage, or entities any other remedies of Mortgagee under it, without regard to the adequacy of the Property as security, the court may appear a receiver of the Property (including homestead interest) without bond, and may empower the receiver to the possession of the Property and collect the rants, issues and profits of the Property and exercise flucth other powers as the court may grant until the confirmation of sale, and may order the rants, issues and profits when so collected, to be held and applied as the court may direct, invalidity or unenforceability of any provision of this mortgage shall not affect the indirect the indirect of any other provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortgagors are forter to the indirect and several. This mortgage benefits Mortgagors and dissigns, 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 interest therein is sold or transferred by Mortgagor without Mortgagoe's prior written consent, excluding transfers by devise or descent or by operation of Ir with union the draft of a joint tenunt or a partner or by the grant of a leasehold interest in a part of the Property of three years or less not containing a violation to pirichase. Mortgages may, at Mortgages's option, declare all sums secured by this Mortgage immediately due and payable to the extent allows by taw and 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.
- 7 Assignment of Bants. To further secure the indebtedness, Mortgagor dux's hureby sell, assign and transfer unto the Mortgagoe all the rents, issues and profits now due and which may hereafter become due under or by viving of any lease, whether written or oral, or any letting of, or of any sues and profits now due and which may hereafter become due under or by v, u/ c) any lease, whether witten or oral, or any terting of, or or any agreement for the use or occupancy of the Property or any part thereof, which may have been herefore or may be hereafter made or agreed to, if being the intention hereby to establish an absolute transfer and assignment of all such he see and agreements unto Mortgagee, and Mortgager does hereby appoint interocably Mortgagee its true and lawful attorney (with or without taking incression 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 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 new due or that may he eafter 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 small Property has been or will be waived, released reduced, discounted or otherwise discharged or compromised by the Mortgagor Mortgagor waives are yright 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 constituting the Mortgagee a mortgagee in possession, ... the absence of the taking of actual possession of the Property by the Mortgagee. In the exercise of the powers herein granted Mortgagee, no its bility shall be asserted or enforced against

Mortgages, all such habitry being expressly waived and released by Mortgagor

Mortgagor further agrees to assign and transfer to Mortgagee by separate written instrument all future lease units 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 Mortgingee; half from time to time require.

All leases affecting the Property shall be submitted by Mortgagor to Mortgagee for its approval prior to the execution in cook. 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, it is expressly understoour 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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FORM #2907

