UNOFFICIAL COPY 95164236

(INCLUDING ASSIGNMENT OF RENTS)

This mortgage consists of two pages. The country is the mortgage of the improvements and futures are following and subtree in the mortgage country in the following described in the Country of the Mortgage o	MORTGAGES AND WARRANTS to the Mortgage, MERCURY FINANCE COMPANY Of ILLINOIS ofBIRBLAKE_ILL COUNTY of cacy end state of librios, to secure the payment of a certain promissory note in the amount of \$ 12.6.1.7.2 executed by the Mortgagor, bearing even date herewith, payable to the order of Mortgages, with the Final Intelliment use not later than0.2.1898 19 in yet extensions, renewals or modifications of said note, and any cost advanced or expenses incurred by Mortgages pursuant to this mortgage, including without limitation, costs of collection. (Revenue the "Intelligence"), the following described Real Estate: LOT 14 IN W.N. ROTH'S SUBDIVISION OF 5 ACRES OF THE N \$ 0F THE SW \$ 0F SECTION 11 TONNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIA UDGE COUNTY ILLIHOUS. TAX ID \$ 16-41-302-014 DEPT-01 RECORDING	THIS INDENTURE WITNESSET	CAGO				EVENSON PITTS IR (whether one or more), of
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THE COVENANTS, CONDITIONS, PROVIDIONS AND ALSIGN WENT OF RENTS REFERED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagor 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 unperil balance of the Indahtedness plus any other indahtedness secured by the Property, without co-insurance. The policies shall contain the standard mortgage clause in favor of Mortgagee and, unless Mortgages otherwise agrees in writing, the original or, if this 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 any claim and all proceeds from such insurance shall be applied, at 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.

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 fixtures; not to commit weste or permit waste to be committed upon the Property; not to remove, demolish or materially alter any part of the Property without Mortgages'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 effecting the Property, to permit Mortgages and its authorized representatives to enter the Property at reasonable times to inspect it and at Mortgages's option, repair or restors it; if this is a first mortgage, to pay Mortgages sufficient funds at such times as Mortgages 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 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 Mortgagor's failure to perform any duty herein, Mortgages 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 funds held in Escrow and they may be commingled with Mortgages's general funds.

3. Mortgages, without notice, and without regard to the consideration, if any, poid therefor, and notwithstanding the existence at that time of any infinite liens thereon, may release any part of the Property or any person liable for any indebtedness secured hereby, without in any way, off citing the liability of any party to 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 unpeid 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, in any way, release or impair the lien hereof, but shall extend the indebtedness against the title of all parties having any interest in said security which interest is subject to said lien.

4. Upon default by Mortg 20 in any term of an inatrument evidencing part or all of the Indebtedness; upon Mortgagor or a surety for any of the Indebtedness coesing to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgagor of any covorar? or other provision herein, all the Indebtedness shall at Mortgagoe's option be accelerated and become immediately due and payabla; Mortgagoe shall have all lewful remedies, including foreclosure, but failure to exercise any remedy shall not waive it and all removales shall be cumulative rather than alternative; and in any suit to foreclose the lien hereof or enforce 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 inceb edness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on the process of Mortgagoe, including but not limited to attorney's and title fees.

5. Mortgagee may waive any default without without anyting any other subsequent or prior default by Mortgagor. Upon the commencement or during the pendency of an action to frieck se this mortgage, or enforce any other remedies of Mortgagor. Upon the commencement or during the pendency of the Property as security, the count may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to fake possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the count may great until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied at the court may direct. Invalidity or unenforcability of any provision of this mortgage shall not affect the validity or enforcability of pay other provision. The covenants and agreements of all Mortgagors are joint and several. This mortgage benefits Mortgage, its successors and assigns, and binds Mortgagor(s) and their respective heirs, executors, administrators, successors and assigns.

8. If all or any part of the Property or either a legal or equilable interest therein is sold or transferred by Mortgagor without Mortgagoe a prior written consent, excluding transfers by device of descent or by operation of law upon the death of a joint tenant or a partner or by the grant of a lessehold interest in a part of the Property of three years or less not containing an option to purchase. Mortgagoe may, at Mortgagoe's option, declare all sums secured by the Mortgago immediately due and payable to the extent allowed by law and the note(s) hereunder and any failure to exercise said option that not constitute a waiver of the right to exercise the same at any other time.

7. Assignment of Rents. To further secure the Indebtedness, Mortgage? rices hereby sell, assign and trensfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become die inder or by virtue of any lesse, whather written or oral, or any letting of, or of any agreement for the use or occupancy of the Property of any part thereof, which may have been heretofore or may be hereafter made or agreed to, it being the intention hereby to establish an abrunce transfer and assignment of all of such lesses and agreements unto Mortgagee, and Mortgagor does hereby appoint irrevocably Mintgagee its true and lawful attorney (without taking possession of the Property) to rent, lesse 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 insues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due.

Mortgagor represents and agrees that no rent has been or will be paid by any person in policession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accruz for any portion of the said Property has been or will be waised, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor. Mortgagor waives any 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 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 shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagee.

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

All lesses affecting the Property shall be submitted by Mortgagor to Mortgages for its approval prior to the excition thereof. All approved and executed lesses 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 at Mortgages shall not exercise any of the rights or powers conferred until the mortgage shall be in again.

REAL ESTATE MORTGAGE
INCLUDING
ASSIGNMENT OF RENTS

TO 10

TO 10