Mortgage --

UNOFFICIAL COPY

Home Equity Line of Credit

CK OLD KENT

Old Kent Bank 105 South York Street Elmhurst, Illinois 60126

6	DEPT-01	RECORDING		\$31.00
	T#0011	TRAN 2459	07/11/96	11:11:00
	41711	A COLL S	. 61 6	ليڪ ڪٽاھ ڪلند ڪيت ڪين

ממממממם עדוווות עומים

COOK COUNTY RECORDER

	\			
THIS IS A MORTGASIE betwas the Mortgagee. Additional ter	veen the Mortgagors who sigms of the Mortgage appear	n below and the Bank on the additional pag	whose name appears at ge(s).	the top of this Mortgage,
The Mortgagor mortgages r				
CHICAGO	County ofCOOI	State of I	Illinois, described as fol	lows:
LOT 37 IN BLOCK 1 IN ADDITION TO CHICAGO EAST OF THE THIRD P	N HIGH'S SUBDIVISION THE ROCKTOWEST 1	N OF THE EAST 1/ /4 OF SECTION 32	/2 OF BLOCK 15 I	N SHEFFIELD'S
PIN # 14-32-102-036			2318 NORTH JAN: CHICAGO, IL 69	
together with all easements, imprincome and profits from this land are now or in the future attached to	l, and all fixtures, including	all plumbing, herding,	air conditioning and vo	ng to this land, any rents, entilating equipment, that
This Mortgage is given to secu	re the DEBT, which includes	s the payment of all inc	lebicaness and the perfe	ormance of all obligations
that the Morigagor now and he				
HOM	E EQUITY LINE OF CR	EDIT DISCLOSURE	AND	Agreement
datedJUNE_27, 1996	, including all extensions, ro	mewals, and modificati	ons thereof ("Agreemer	n"). The Agreement has a
the Register of Deeds where this obligation in certain circumstance terminated. Mortgagee wifi reco Termination of Obligation which a This Mortgage is given to see Agreement but also future advance.	es to make, and shall make, rd in the Office of the Reg shall recite the then outstandi cure a revolving credit loan	d. Under the terms of future advances to M fister of Deeds where ng indebtedness under and shall secure not	the Agreement, the Mortgagor upon demand this Mortgage has been the Agreement, only presently existing	orgagee has the absolute. Yhen this obligation is en recorded, a Notice of indebtedness under the

as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereof) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect hereto, including but not limited to payment for taxes, special assessments or insurance on the real estate and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the

extent of the maximum amount secured hereby.

MORTGAGE AGREEMENT

ONLY WE AVERGE SELVE. "Mortgagor" mean each person who signs this Mortgage. "We", "es", "out" or the "bank" and the "Mortgagee" mean the Bank whose name appears on the other side or anyone to whom the Bank's interest in this Mortgage is assigned. In this Mortgage, words printed in Applial letters (such as "AGREEMENT") refer to miormation on the other side.

Fromise to Pay: You promise to pay all DEBT in accordance with the terms of the ACREST and this Mortgage

Warranties: You represent and warrant to us that all financial and other information that you have given us or will give us c Kening von the PROPERTY and any guarantor of the DERT is and will be complete, correct and not misleading

Taxes: You agrice to pay all taxes, assessments and smiltar charges levied on the FROPERTY before any interest or penel, Cambbles, You must provide us with No factory judof of proment within ten days of the date the noves, assessments of similar charges and day

Institution: You again to keep the PROPERTY meaned against loss or damage within hours, forms of concrade and of mark accomplished by us. You agree to pay left premiums on this insurance when due. Each insurance policy times provide that any loss will be yes tole to us to die extent of our interest. Your inabspace policy or corolicare of insurance must be delivered to as I ach policy and a moved of at a new norther, anceied,

reminated or modified we can aclose ten days, page written notice to us

You agree to immediately gonly us of any loss or danger to the PROPERTY. We have the orbit to make any insurance chain if you do not do so promptly. All proceeds it cable under ony orientace policy reversitions portion of the proceeds at the biller of any flest mortgage has priority of cross, which endersed payable to us, shall be produced by as a payable to the DRA biller of the flest of the DRA biller of the flest of t

Maintenance and Repair. You give to Suprise PROPERTY in good condition and reposit to capter not to period to discuss of the PROPERTY, You may not substant only on the PROPERTY from may not substant only on the resonance of the recompity with all laws, entimine to and registrates the apply to the PROPERTY from given a promptly repair or technical air, pair of the PROPERTY damaged by castally. You arrive to a all charges for unities or other services to the PROPERTY damaged by castally. You arrive to a all charges for unities or other services to the PROPERTY when dis-

Our Right to Perform: If you tail to pressed to assessment and other smiths charges to maintain insurance on the PROPERTY, or to perform any other obligation you have indeed to be regard, then we have the right, but not the obligation, to perform any of your obligations for you. Any amounts are spend in performing to a x-ligations will become perfort the oblight, payable by you ore a femality and will be at interest at the same rate as the DERT heavy from time of time. We have the right to enter the PROPERTY of inflated on the value obligation makes PROPERTY or perform any of your obligations.

Condemnation: If any part of the PROPERTY is taken, only temporarily or period aemily, by condemnation of power of evolution of the proceeds of the taking the reprint position of the proceeds of the taking the reprint position of the proceeds of which the holder of any tirst ment are also proved to be period to be and applied to the DEBT, whether or not it is then time. We may at need not a quantitation to the resistion of the test of the control of the period rebuild or restore may part of the PROPERTY damas of or do troy for a cost or the wilder

(iit.)/ Germa Aokid Mi Mi Default: You will be in default under this Mortgage it you are in de-

You are in default mader the AGREFMENT

and make the Mortgage, whether or some some control the accordi You fail to do anything you agree to do, or do anything you eyec appreciate by artificial describe status and on your behalf and whether or not you have reimbursed to for any

rife miss production with DCB as the mark make it Any warranty or representation you reade in this Mortgape of

any material respect when made.

PROPERTY You fail to pay any other debt that is secured by a hereon;

Ziespeci in the $\mathcal{P} \mathcal{E}$ COLRTY or spy contract he shade you are parchasing the A Foreclosure or forleiture proceeding is begun with PROPERTY.

You sell, transfer, or lease any interest in the PROPLY Y without our written ?

are rather than an existing first many got, then, with of You cause or permit any interest in the PROPHICY to be subjected to a more commy interest in the PROPERTY is mainly used by attachment, gamishment, or other encuribrate of level process except in on the operation of law.

manch mentary to the serior for gringbags of agricultural Any material part of the PROPERTY is damaded, whether or not covered by insurance. cartion or by According to is foreclosure of the first most age, wheth

If the holder of any first merigage commercial

Remedies: If you are in default:

We may declare the DEFT to be immade nely due and payable without notice of demand.

We may foreclose this Mortgage.

purchasers good and afficient deeds of We may self any part of the PD/PFRTY, at public sale, and execute and deliver to se ing to satisfy the indebreations conveyances, and obtain a deficively judgment if the proceeds of a toreclosure sale are not suf-

them any lease, land contract, or other We may, to the extent permission by law, collect any tents, profits, or other amounts due to your rights and remedies under such agreement by which you are leaving or selling any interest in the PROPERTY, and exerci-क्षेत्र में अब प्राच्चा अर्थ स्थानिक के में पूर्व agreements. We will have so obligation to make any demand or inquity as to the nature or sut. present or file any claim of take any other action to collect or entorcy the payment of any analum. We will not assume your obligations under any lease or sale arrangement. and intuled to need this Mortgape.

We may pay on your Khalf all or any part of the debt and obligations then seemed by any first most, · whether or not they are then she languaged to do so. Any payment and payable and whether or not you me then in details under the last mortgage. However, we will not is same rate as the DERT bears we make shall become part of the DEB1, and shall be payable on our demand, together with interest a

from time to time,

We may obtain for update commitments for title insurance, tax histories, title searches and title insurance c certime are PROFERIX, Any

amounts that xe spend in doing so will become part of the DEBT.

We may explaise any of your rights and options under any lease, land contract, or other agreement by which \ v are leasing or purchasing any interest in the PROPERTY, including any a ption to purchase the PROPERTY or to review or extend the test, of the lease, land contract, or other agreement, or to prepay in whole or in part the lease, hand contract or other agreement. We will have ad obligation to exercise any such fight or option.

Prior to the entry of judgment of forcelosure. Mortgagor and Mortgagoe agree that Mortgagor shall not be entitled to possession of the

premises.

• -,

Additional Provisions.

UN	OF	F	IC	I A	L	C	C	P	Υ	
					_					

E-Mortgagor grants this Wortgage to Mortgagee free from a	ill rights and benefits under and by virtue of the Homestead Exemption laws, of
the State of Illinois, which said rights and benefits the Mort	
1	
4	
*	
Additional Provisions.	
90	
Each Mortgagor agrees to all of the terms of the Mortg	gage Agreement, which appear on the reverse of pages 1 & 2.
The Mortgagor has executed this 140 trage as of	
Witnesses:	Mortgagors: XXXIIII
Signature: X	Signature: X / St PODEWO
Name:	Name: STEVEN A. MORENO
Signature: X	Address: 2318 NORTH JANSSEN
	CHICAGO, IL 60614
	Marita Status: DIVORCED AND NOT SINCE MARRIED
Name:	Marita Status: Marita State MARKIED
RETURN RECORDED DOCUMENTS TO:	
NORMA ARZOLA-BOCANEGRA	Signature Y
C/O OLD KENT BANK	Name:
MERCHANDISE MART, SUITE 2400	Address:
PRIVATE BANKING	<u> </u>
CHICAGO, IL 60654	0,,
STATE OF ILLINOIS	iss.
COUNTY OF COOK	' '
3	
1. DENISE R. KOBINSON	, certify that
STEVEN 4.111	ORENO, DIVOICCED personally known to me to
has the same and a single and the same has a single and the	the formation in trumpat, grouped before my this day in person, and
be the same person whose name is/are subscribed to	the foregoing instrument, appeared before me this day in person, and
acknowledged that	signed and delivered the instrument
as His	free and voluntary act, for the uses and purposes therein set forth.
<u></u>	Lat at
	9/2/1/ 10/16
	Dated 1978
This instrument prepared FOR:	Subjective bills fro to be sent to the following.
GREGORY J. MILLER	/ // / line X
OLD KENT BANK	
	"OFFICIAL SEAL"
PRIVATE BANKING	DENISE H. HOBINSON
	* Notary Public, State of Illinois *
	My Commission Expires 3/20/2000 Page 2 of 2

9652775

We will have the rights and remedies provided in this Mortga, corrotherwise provided by law. Our rights and remedie concertors Mergane are cognitative. No right or remedy will be waived by our delayed or partial exercise of any single right or remedy.

Expenses: You will pay on demand any expenses, including attorney fees, paralegal's fee and any legal expenses that we incur in a fracting or attempting to collect this Debt. In addition you agree to pay, without limitation, all expenses for filling fees, little insurance, and a state to a documentary evidence, expert witnesses, publication costs, recording of fees, in taking any action in connection with any forcelosure or any first marigage, for in protecting our rights and enforcing your obligations makes this Mortgage. Any soch expenses nor read on dimand, will become pair of the Debt.

Notices: Notices to you and to us will be presumed properly given when mained to the respective additions byted on has Morgage, or if delivered personally.

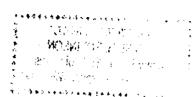
Other Terms: This Mortgage is binding on your feers, executors, administrators and personal representatives, and will mine to the benefit of min-uccessors and assigns, we provision of the Mortgage that is held involid ancier applicable has will not affect the valuity of the remaining provisions.

First Mortgage. If this Morapage is surged to a first mortgage wort again to pay each astalline of the debt secured by the first mortgage when it is due, whether by acceleration or Morkers. You agree to provide us with proof of a various of performance under the first mortgage, we have the first mortgage. You agree to provide us with proof of a various of performance under the first mortgage, we have the right but not the obligation, to pay the installment or to pay or perform such educe obligation on the first mortgage, we have the right but not the obligations will become part of the id-B1 pay the by very one of actionard, and will are materest in the same rate as the DFRI pears from time. We may tely upon pays trutten more of the other than first mortgage, we have the first mortgage, and shall not moreouse the debt secured by the assention, without our proof. You will not renew, extend or modify the first mortgage, and shall not increase the debt secured by the assention, without our proof without moreous the debt secured by the assention, without our proof station.

Assignment of Interest as Purchas at Yourssay and contage to is, as sublimonal security for the DERT all at your right, lifte and interest in all fand contracts or other ancecures of which you are purch only any feat of the PEOPLETY ("Purchase Agreements"). Your curre to pay each installment of principal or interest required to be purely in the buyer under any such Purchase Agreement You give to provide us with proof of your phymical or performance where yet are request in If you fail to pay any installment of principal or interest when it is due or if you that agony or performance or obligation under any such Purchase Agreement You give when it is due or if you that agony or performance or obligation under any such Purchase Agreement, we will have the right, but not the obligations will become part of the DERT, possess by a sex domain, and will be a uniform the assume the assume the IEEE BERT bears from time to time. We may rely upon any water motive school and or should not allow the purchase Agreement and them any most contained at the school and any exceleration to the Purchase Agreement and them what is a contained or may do not be interested in the your object of any received most by the holder of your obligations, we shall have all it its available to you an object on the right of redemption town any foreclosure, to obligations, we shall have clear in the second most provided any provision thereof without only not providing any provision thereof without only not venues can be provided by the provision thereof without only not venues can only provision thereof without only not venues can only provision thereof without only not mostly any provision thereof without only not venues can only assessment on the cool the purchase Agreement on mostly any provision thereof without only not venues can only the notation of any right of redemption to mostly any provision thereof without only provided and the provided and the provided without only provided and the provided and the provided and the provided and the pro

Assignment of Leases and 1 and Contracts: so adaption is expany to the DEC of the standard appearance by assign and management of assign and grant as executed and interest and interest in contracts of and traine end, and written leases of the PROPERTY. So assign to use any tests or protos and all other proceeds at sing two days are now refling of shall largest any interest in the PROPERTY. So assign to use any tests or protos and all other proceeds at sing two days are lease, land contract, or other dyreduent. You agree to perform all all your objectives and of versions under all such leases are leaved, land contract, or other dyreduent. You agree to perform all all your objectives and or consist under all such leases are consolingations, we have the right, but not the obligation, to do so on your behalt. And an course we spend in performing your obligation, we accord part of the IRRT payable by you upon orbiticinand, and will bear interest at the ancient as the DERT bears from time to that. We some our prior written consent, you shall not conserve to the assignment of the leasest interest under may have or careed, modify accept a source of any prior written consent, you shall not not ease, land contract or other agreement, a land increast therein. You agree not to accept or conserve and payable under the come thereof. Nothing in the Mortgage match is construct to other agreement in the safe, lease or than tool any advicest in the PROPERTY.

3652775



MORTGAGE AGREEMENT

These terms are part of your Mortgage. You agree to be bound by these terms when you sign page 2. In this Mortgage "your" "your" and the "Mortgagor" mean each person who signs this Mortgage. "We", "us", "our" or the "bank" and the "Mortgagee" mean the Bank whose name appears on the other side or anyone to whom the Bank's interest in this Mortgage is assigned. In this Mortgage, words printed in capital letters (such as "AGREEMENT") refer to information on the other side.

Promise to Pay: You promise to pay all DEBT in accordance with the terms of the AGREEMENT and this Mortgage.

Warranties: You represent and warrant to us that all financial and other information that you have given us or will give us concerning you, the PROPERTY, and any guarantor of the DEBT is and will be complete, correct and not misleading.

Taxes: You agree to pay all taxes, assessments and similar charges levied on the PROPERTY before any interest or penalty attaches. You must provide us with satisfactory proof of payment within ten days of the date the taxes, assessments or similar charges are due.

Ensurance: You agree to keep the PROPERTY insured against loss or damage within limits, forms of coverage, and insurers acceptable to us. You agree to pay all premiums on this insurance when due. Each insurance policy must provide that any loss will be payable to us to the extent of our interest. Your insurance policy or certificate of insurance must be delivered to us. Each policy must provide that it may not be canceled, terminated or modified without at least ten days' prior written notice to us.

You agree to immediately notify us of any loss or damage to the PROPERTY. We have the right to make any insurance claim if you do not do so promptly. All proceeds payable under any insurance policy (except any portion of the proceeds as to which the holder of any first mortgage has priority over (18), whether or not endorsed payable to us, shall be paid directly to us, and applied to the DEBT, whether or not it is then due. We may, but need not require that all or part of the proceeds be used to rebuild or restore the PROPERTY. We are authorized to settle, adjust or compromise, as your agent, any claim under any such insurance policy.

Maintenance and Repair: You agree to keep the PROPERTY in good condition and repair. You agree not to permit or allow any waste of the incorporation and substantially after or remove any structure or fixture on the PROPERTY without our prior written consent. You agree to comply with all laws, ordinances and agulations that apply to the PROPERTY. You agree to promptly repair or rebuild any part of the PROPERTY damaged by casualty. You agree to pay all charges for utilities or other services to the PROPERTY when due.

Our Right to Perform: If you fail to pay the taxes, assessments and other similar charges, to maintain insurance on the PROPERTY, or to perform any other obligation you have under this of ortgage, then we have the right, but not the obligation, to perform any of your obligations for you. Any amounts we spend in performing your obligations will become part of the DEBT, payable by you upon demand, and will bear interest at the same rate as the DEBT bears from time to time. We have the right to enter the PROPERTY at all reasonable times to inspect the PROPERTY or perform any of your obligations.

Condemnation: If any part of the PROPERTY is taken, either to proceeds or permanently, by condemnation or power of eminent domain, the proceeds of the taking texcept any portion of the proceeds as to strick the holder of any first mortgage has priority over us) shall be paid to us and applied to the DEBT, whether or not it is then due. We may, but noted not, require that all or part of the proceeds from the taking be used to rebuild or restore any part of the PROPERTY damaged or destroyed as a result of the taking.

Default: You will be in default under this Mortgage if you are in default under the AGREEMENT:

- You are in detault under the AGREEMENT.
- You fail to do anything you agree to do, or do anything you agree not to do, ander this Mortgage, whether or not we have cured the default
 on your behalf and whether or not you have reimbursed us for any payments or expenses we incurred in curing the default.
- Any warranty or representation you made in this Mortgage or in any other document in connection with the DEBT is take or inaccurate in
 any material respect when made.
- You fail to pay any other debt that is secured by a lien on the PROPERTY when it is due
- A Foreclosure or fortenure proceeding is begun with respect to the PROPERTY or an contract by which you are purchasing the PROPERTY.
- You sell, transfer, or lease any interest in the PROPERTY without our written consent.
- You cause or permit any interest in the PROPERTY to be subjected to a mortgage (other than in existing first mortgage), lien, writ of
 attachment, garnishment, or other encumbrance or legal process except in our favor, or any interest in the PROPERTY is transferred by
 operation of law.
- Any material part of the PROPERTY is damaged, whether or not covered by insurance, or taken by condemnation of nower of enument domain.
- If the holder of any first mortgage commences foreclosure of the first, mortgage, whether by action or by adverage ment.

Remedies: If you are in default:

- We may declare the DEBT to be immediately due and phyable without notice or demand.
- · We may foreclose this Mortgage.
- We may self any part of the PROPERTY, at public sale, and execute and deliver to such purchasers good and sufficient deeds of conveyances, and obtain a deficiency judgment if the proceeds of a foreclosure sale are not sufficient to satisfy the indebtedness.
- We may, to the extent permitted by law, collect any rents, profits, or other amounts due you from any lease, had contract, or other agreement by which you are leasing or selling any interest in the PROPERTY, and exercise your rights and remedies under such agreements. We will have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment we receive or to present or file any chain or take any other action to collect or enforce the payment of any amounts we are emitted to under this Mortgage. We will not assume your obligations under any lease or sale arrangement.
- We may pay on your behalf all or any part of the debt and obligations then secured by any first mortgage, whether or not they are then due
 and payable and whether or not you are then in default under the first mortgage. However, we will not be required to do so. Any payment
 we make shall become part of the DEBT, and shall be payable on our demand, together with interest at the same rate as the DEBT bears
 from time to time.
- We may obtain or update commitments for title insurance, tax histories, title searches and title insurance concerning the PROPERTY, Any
 amounts that we spend in doing so will become part of the DEBT.
- We may exercise any of your rights and options under any lease, land contract, or other agreement by which you are leasing or purchasing
 any interest in the PROPERTY, including any option to purchase the PROPERTY or to renew or extend the term of the lease, land contract,
 or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. We will have no obligation to exercise any
 such right or option.
- Prior to the entry of judgment of foreclosure, Mortgagor and Mortgagoe agree that Mortgagor shall not be entitled to possession of the
 premises.

Property of Cook County Clerk's Office

We will have the rights and remedies provided in this Mongage or otherwise provided by law. Our rights and remedies under this Mortgage are cumulative. No right or remedy will be waived by our delayed or partial exercise of any single right or remedy.

Expenses: You will pay on demand any expenses, including attorney fees, paralegal's fee and any legal expenses that we incur in collecting or attempting to collect this Debt. In addition you agree to pay, without limitation, all expenses for filing fees, title insurance, real estate taxes, documentary evidence, expert witnesses, publication costs, recording of fees, in taking any action in connection with any foreclosure of any first mortgage, or in protecting our rights and enforcing your obligations under this Mortgage. Any such expenses not paid on demand will become part of the Debt.

Notices: Notices to you and to us will be presumed properly given when mailed to the respective addresses listed on this Mortgage, or if delivered personally.

Other Terms: This Mortgage is binding on your heirs, executors, administrators and personal representatives, and will inure to the benefit of our successors and assigns. Any provision of this Mortgage that is held invalid under applicable law will not affect the validity of the remaining provisions.

First Mortgage: If this Mortgage is subject to a first mortgage, you agree to pay each installment of the debt secured by the first mortgage when it is due, whether by acceleration or otherwise. You also agree to pay and perform all other obligations of the mortgager under the first mortgage. You agree to provide us with proof of payment or performance under the first mortgage whenever we request it. If you tail to pay any installment of principal or interest when it is due or if you fail to pay or perform any other obligation under the first mortgage, we have the right, but not the obligation, to pay the installment or to pay or perform such other obligation on your behalf. Any amounts we spend in performing your obligations will become part of the DEBT, payable by you on our demand, and will bear interest at the same rate as the DEBT bears from time to time. We may rely upon any written notice of default under the first mortgage that we receive from the holder of the first mortgage even though you question or deny the existence extent, or nature of the default. You shall not renew, extend or modify the first mortgage, and shall not increase the debt secured by the first mortgage, without our prior written consent.

Assignment of Interest as Purchaser: Now assign and mortgage to us, as additional security for the DEBT, all of your right, title and interest in all land contracts or other agreements by which you are purchasing any part of the PROPERTY ("Purchase Agreements"). You agree to pay each installment of principal or interest required to be paid by the buyer under any such Purchase Agreement when it is due, whether by acceleration or otherwise. You also agree to pay and perform all other obligations of the buyer under any such Purchase Agreement. You agree to provide us with proof of your payment or perform ance whenever we request it. If you fail to pay any installment of principal or interest when it is due or if you fail to pay or perform any other obligation under any such Purchase Agreement, we will have the right, but not the obligation, to pay the installment or to pay or perform sace other obligation on your behalf. Any amounts we spend in performing your obligations will become part of the DEBT, payable by you on depend, and will bear interest at the same rate as the DEBT bears from time to time. We may rely upon any written notice of default under any such Purchase Agreement that we receive from the holder of the Purchase Agreement. We may do so even though you question of deny the exist nee, extent or nature of the default. If we do not cure a default under the Purchase Agreement and there shall then occur a forfeiture or foreclosure of the Purchase Agreement by its holder or any acceleration by the holder of your obligations, we shall have all rights available to you in confaction therewith, including any right of redemption from any foreclosure, forfeiture, or summary proceeding for possession. You agree not so reminate or cancel the purchase Agreement or modify any provision thereof without our prior written consent.

Assignment of Leases and Land Contracts: As additional security for the DEBT, you, to the extent permitted by law, assign and mortgage to us, and grant us a security interest in, all of your right, title, and interest in (a) all existing a id fiture oral and written leases of the PROPERTY by you as lessor and (b) all existing and finure land contracts or other agreements by which you are now selling or shall later sell any interest in the PROPERTY. You assign to use any rents or profits and all other proceeds arising from any so b lease, land contract, or other agreement. You agree to pay and perform all of your obligations and covenants under all such leases, land contracts or other agreements and to give us proof of such payment or performance whenever we request it. If you fail to pay or perform any of your obligations, we have the right, but not the obligation, to do so on your behalf. Any amounts we spend in performing your obligations will become part of the DEBT payable by you upon our demand, and will bear interest in the same rate as the DEBT bears from time to time. Without our private rutten consent, you shall not consent to the assignment of the lessee's interest under any lease or cancel, modify, accept a surrender of, or make any other assignment of any such lease, land contract or other agreement, or any interest therein. You agree not to accept or collect any payment of sent or of principal or interest or any other amount under such lease, land contract or other agreement more than one month before it is due and payable under the terms thereof. Nothing in this Mortgage shall be construed to give our consent to the sale, lease or transfer of any interest in the PROPERTY.

Property of Cook County Clark's Office