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Mortgage —
Home Equity Line of Credit

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

96666476

DEPT-01 RECORDING \$31.50
TRAC 5430 08/30/96 09:12:00
#4980 L.F. *--96-666476
COOK COUNTY RECORDER

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagee. Additional terms of the Mortgage appear on the additional page(s).

The Mortgagor mortgages and warrants to the Mortgagee land located in the CITY of CHICAGO, County of COOK State of Illinois, described as follows:

LOTS 1341 AND 1342 IN WILLIAM H. BRITIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NO. 4, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 13-12-111-001
PIN# 13-12-111-002

COMMON ADDRESS: 5415 N. FRANCISCO AVE.
CHICAGO, IL. 60625

together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY").

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain

HOME EQUITY LINE OF CREDIT DISCLOSURE

dated JUNE 3 19 96, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a

credit limit of \$ 32,500.00 unless the limit is increased and a Notice of Increase is filed in the Office of the Register of Deeds where this Mortgage has been recorded. Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make, future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Register of Deeds where this Mortgage has been recorded, a Notice of Termination of Obligation which shall recite the then outstanding indebtedness under the Agreement.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, 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.

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MORTGAGE AGREEMENT

These terms are part of your Mortgage. You agree to be bound by these terms when you sign a promissory note. "Mortgagee" means the lender and the "Mortgagor" means each person who signs this Mortgage. "We" and "you" on the "Face" and the "Back" mean the Mortgagee and the Mortgagor. "This Agreement" appears on the other side or anyone to whom the Bank's interest in this Mortgage is assigned. In this Mortgage, words that are in all caps (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 any Addendum.

Warranties: You represent and warrant to us that all financial and other information that you have given us is true and correct and that you own the PROPERTY and any portion of the DEBT is and will be complete, correct and not in default.

Taxes: You agree to pay all taxes, assessments and similar charges levied on the PROPERTY, whether or not they are a lien on the PROPERTY. You will provide us with satisfactory proof of payment within ten days of the date the taxes are assessed or assessed and levied.

Insurance: You agree to keep the PROPERTY insured against loss or damage to its foundations, walls, roof, pipes, plumbing, electrical, heating, air conditioning and other systems. You agree to pay all premiums on the insurance when due. Each insurance policy must provide that any loss will be paid to the lender or its agent or its interest. Your insurance policy or certificate of insurance must be obtained from a licensed insurance company and must not be 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 inspect the PROPERTY and to take any action we do to promptly. All proceeds payable under any insurance policy must be paid to the lender or its agent. If the mortgage has priority over any other mortgage, whether or not endorsed payable to the lender, the lender will receive the proceeds of the insurance. If there is no other mortgage, we may, but need not require, that all or part of the proceeds be used to re-instate or repair the PROPERTY. We may accept any offer to adjust or compromise, as you want, any claim under any such insurance policy.

Maintenance and Repair: You agree to keep the PROPERTY in good condition and to repair, maintain and improve it. You will not allow the PROPERTY to be used for any purpose other than the residential use intended by the lender. You may not substantially alter or remove any structure on the PROPERTY without our written consent. You must comply with all laws, ordinances and regulations that apply to the PROPERTY. You must not allow any person to use the PROPERTY in a way that causes the PROPERTY to be damaged by casualty. You agree to pay all electric, gas and other utility charges for the PROPERTY.

Our Right to Perform: If you fail to pay the taxes, assessments and other charges or to maintain, repair or improve the PROPERTY or to perform any other obligation you have under this Mortgage, then we have the right to do the following: (a) pay the taxes, assessments and other charges for you; (b) perform any other obligation you have under this Mortgage; (c) incur any other expenses that we incur in performing the obligations listed above; and (d) charge you interest at the same rate as the DEBT (except for any late fees). We have the right to use the PROPERTY as collateral for the DEBT and to sell the PROPERTY or perform any of our obligations.

Condemnation: If any part of the PROPERTY is taken, or a portion of it is taken, by eminent domain, then we will receive the proceeds of the taking (except any portion of the proceeds which the holder of any other mortgage has a right to receive) and they will be applied to the DEBT, whether or not it is then due. We also have the right to sue to stop any taking of the PROPERTY or to require the taker to rebuild or restore any part of the PROPERTY damaged or destroyed by the taking.

Default: You will be in default under this Mortgage if you are not in compliance with all of the following:

- You are in default under the AGREEMENT.
- You fail to do anything you agree to do or do anything you are prohibited from doing under this Mortgage, including the following: (a) you fail to pay on your behalf, and whether or not you have been released by, any payments due to us or to any other lender; (b) you fail to comply with any warranty or representation you made or this Mortgage or any other document in connection with the DEBT, whether or not you were aware of any material aspect when made;
- You fail to pay any other debt that is secured by a lien on the PROPERTY, whether or not it is then due;
- A Foreclosure or foreclosure proceeding is begun with respect to the PROPERTY, whether or not you are the owner of the PROPERTY;
- You sell, transfer or lease any interest in the PROPERTY, whether or not you are the owner of the PROPERTY;
- You cause or permit any mortgage on the PROPERTY to be sold, assigned, transferred, conveyed, pledged, mortgaged, hypothecated, attached, or assigned, or other encumbrance or lien to be placed on the PROPERTY, whether or not you are the owner of the PROPERTY, or the operation of law;
- Any material part of the PROPERTY is damaged or destroyed by casualty or other cause, whether or not you are the owner of the PROPERTY;
- If the holder of any first mortgage, whether or not a lender, is not in compliance with the terms of the mortgage agreement.

Remedies: If you are in default:

- We may declare the DEBT to be immediately due and payable, whether or not it is then due.
- We may foreclose the Mortgage.
- We may sell any part of the PROPERTY as provided in the mortgage agreement. We will have the right to sell the PROPERTY in whole or in part, whether or not you are the owner of the PROPERTY, and we will have the right to conveyances and obtain a deed for any part of the proceeds of the sale, whether or not you are the owner of the PROPERTY.
- We may, to the extent permitted by law, collect any rent or other income from the PROPERTY, whether or not you are the owner of the PROPERTY, by agreement by which you are bound or otherwise, and we will have the right to collect any such rent or other income, whether or not you are the owner of the PROPERTY. We will not assume your obligation to deliver any such income to any other lender.
- We may pay on your behalf all or any part of the debt and the debt will be considered paid, whether or not you are the owner of the PROPERTY, and payable, and whether or not you are the owner of the PROPERTY, and we will have the right to collect any such amount, whether or not you are the owner of the PROPERTY, and shall be paid also on our demand to the extent of any such amount, whether or not you are the owner of the PROPERTY, from time to time.
- We may obtain or update commitments for title insurance, a title insurance policy, and the cost of such insurance and the cost of the DEBT and any amounts that we spend in doing so shall become part of the DEBT.
- We may exercise any of your right, and options under any lease, and we may exercise any of your right, and options under any lease, whether or not you are the owner of the PROPERTY, including any interest in the PROPERTY, including any option to purchase the PROPERTY, whether or not you are the owner of the PROPERTY, or other agreement, or to prepay in whole or in part the lease, and contract or other agreement. We will have the right to exercise any such right or option.
- Prior to the entry of judgment of foreclosure, Mortgagee and Mortgagor agree that Mortgagee shall not be considered to possess or control the premises.

91-55-76

OFFICE OF COOK COUNTY CLERK'S OFFICE

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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 "you" "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.

Insurance: 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 us), 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 repair 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 exempt or allow any waste of the PROPERTY. You may not substantially alter or remove any structure or fixture on the PROPERTY without our prior written consent. You agree to comply with all laws, ordinances, and regulations 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 service 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 Mortgage, 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 temporarily or permanently, by condemnation or power of eminent domain, the proceeds of the taking (except any portion of the proceeds to which 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 need 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 default under the AGREEMENT.
- You fail to do anything you agree to do, or do anything you agree not to do, under the AGREEMENT, 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 false 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 forfeiture proceeding is begun with respect to the PROPERTY in any contract under 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 an 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 or power of eminent domain.
- If the holder of any first mortgage commences foreclosure of the first mortgage, whether by action or by advertisement.

Remedies: If you are in default:

- We may declare the DEBT to be immediately due and payable without notice or demand.
- We may foreclose this Mortgage.
- We may sell 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, land 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 claim or take any other action to collect or enforce the payment of any amounts we are entitled 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 Mortgagee agree that Mortgagor shall not be entitled to possession of the premises.

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Additional Provisions.

Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

NONE

Additional Provisions.

NONE

Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the reverse of pages 1 & 2.

The Mortgagor has executed this Mortgage as of JUNE 3, 19 96

Witnesses:

Signature: X

Name:

Signature: X

Name:

Mortgagors:

Signature: X

Name:

Address:

CHICAGO, IL. 60625

Marital Status:

Signature: X

Name:

Address:

CHICAGO, IL. 60625

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, THE UNDERSIGNED

, certify that

ROBERT S. GUTTMAN AND JOAN M. GUTTMAN

personally known to me to

be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this 30 in person, and

acknowledged that THEY signed and delivered the instrument

as THEIR free and voluntary act, for the uses and purposes therein set forth.

Edward Panicko



Dated JUNE 3, 19 96

This instrument prepared by:

CHRISTINE OSTERMAN

3333 BEVERLY RD

HOFFMAN ESTATES, IL. 60179

ills are to be sent to the following.

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We will have the rights and remedies provided in this Mortgage or otherwise provided by law or otherwise, whether or not they are cumulative. No right or remedy will be waived by our delayed or partial exercise of any such right or remedy.

Expenses: You will pay on demand any expenses, including attorney's fees, payable by us in connection with the enforcement of this Mortgage, including any costs incurred in attempting to collect the Debt. In addition you agree to pay, without limitation, all expenses, including reasonable attorney's fees, incurred by us in connection with any documentary evidence, expert witness fee, publication or recording of this Mortgage, including any costs incurred in connection with the enforcement of this Mortgage, or in protecting our rights and enforcing our obligations under this Mortgage, including any costs incurred in connection with the enforcement of this Mortgage, which shall become part of the Debt.

Notice: Notice to you and your property will be provided by personal delivery or by first class registered mail, return receipt requested, or by certified mail, return receipt requested, and will be deemed to have been received by you if it is delivered personally.

Other Terms: This Mortgage is binding on your heirs, executors, administrators, assigns, successors, and assigns. Any provisions of this Mortgage that conflict with the provisions of the Uniform Residential Mortgage Act shall be deemed to be null and void.

First Mortgage: If this Mortgage is subject to a first mortgage, you agree to pay on demand the amount of the debt secured by such first mortgage, whether by acceleration or otherwise. You also agree to pay and perform all other obligations, including obligations to pay the principal or interest on such first mortgage, when it is due or if you fail to pay or perform such other obligations, such obligations will become part of the DEBT, payable by you on demand, and will bear interest at the same rate as the DEBT from the time we may rely upon any written notice of default made by the first mortgagee that we rely upon the debt of the first mortgage, whether you question or deny the exact time, extent or nature of the default. You further agree to increase the debt secured by the first mortgage, without our prior written consent.

Assignment of Interest as Purchase: You assign and mortgage to us, as additional security for the DEBT, all your interest in the PROPERTY in all land contracts or other agreements, by which you are, including any part of the PROPERTY, including any interest in the PROPERTY, including each installment of principal or interest required to be paid by the buyer under any such land contract or other agreement, including any acceleration or otherwise. You also agree to pay and perform all other obligations, including obligations to pay the principal or interest on such first mortgage, when it is due or if you fail to pay or perform such other obligations, such obligations will become part of the DEBT, payable by you on demand, and will bear interest at the same rate as the DEBT from the time we may rely upon any written notice of default made by the first mortgagee. You consent that, if you are a party to any such land contract or other agreement, we shall then occur a foreclosure or other remedy of the Buyer's Agreement, and we shall have all rights available to you in such contract or other agreement, including the right to foreclose, foreclose, or summary proceeding for possession. You agree not to renege or cancel the purchase of property or any other provision thereof without our prior written consent.

Assignment of Leases and Land Contracts: As additional security for the DEBT, you hereby assign and mortgage to us, and grant us a security interest in, all of your right, title, and interest in all existing and future leases and land contracts on the PROPERTY by you as lessor, and the all existing and future land contracts or other agreements, including any acceleration or otherwise, on the PROPERTY. You assign to use any rents or profits, and all other proceeds, income, benefits, and other amounts, under all such leases and land contracts. You agree to pay and perform all of your obligations and covenants under all such leases and land contracts, and you agree to provide proof of such payment or performance whenever we require it. If you fail to pay or perform such other obligations, such obligations will become part of the DEBT, payable by you on demand, and will bear interest at the same rate as the DEBT from the time we may rely upon our demand, and will bear interest at the same rate as the DEBT from the time we may rely upon our demand. As the holder of the security interest in the assignment of the lessor's interest under any lease or land contract, we shall have all rights available to you in such lease, land contract or other agreement, including the right to foreclose, foreclose, or summary proceeding for possession. You consent that, if you are a party to any such lease, land contract or other agreement, we shall then occur a foreclosure or other remedy of the Buyer's Agreement, and we shall have all rights available to you in such lease, land contract or other agreement, including the right to foreclose, foreclose, or summary proceeding for possession. You agree not to renege or cancel the purchase of property or any other provision thereof without our prior written consent. Nothing in this Mortgage shall be construed to prevent consent to the same lease or land contract or other agreement, including the right to foreclose, foreclose, or summary proceeding for possession. (Bk 11.014)

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Property Clerk's Office

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We will have the rights and remedies provided in this Mortgage, 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 yours will be presumed properly given when mailed to the respective addresses listed in 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 assigns and assigns. Any provision of this Mortgage that is void, unenforceable, or against public policy shall be severed from 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 mortgagor under the first mortgage. You agree to provide us with proof of payment or performance in the form of a check 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 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 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 cause, 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: For added and additional security for the DEBT, all of our right, title and interest, in all land contracts or other agreements by which you are purchasing any part of the PROPERTY ("Purchase Agreement"). 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 performance 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 such other obligation on your behalf. Any amounts we spend in performing your obligations will become part of the DEBT payable by you on demand, and will bear interest at the same rate as the DEBT 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 or deny the existence, 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 us in connection therewith, including any right of redemption from any foreclosure, forfeiture, or summary proceeding, in possession. You agree not to cause, extend or modify 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 all existing and future oral and written leases of the PROPERTY by you as lessor in all existing and future land contracts or other agreements by which you are now or hereafter leasing any interest in the PROPERTY. You agree to give any rents or profits and all other proceeds arising from any such lease and contract or other agreement. You agree to pay and perform all of your obligations and covenants under all such lease and contracts or other agreements, and to give us proof of your 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 at the same rate as the DEBT from time to time. Without our prior written consent, you shall not consent to the assignment of the lessee's interest under any lease or contract, modify, accept a surrender of, or make any other assignment of any such lease and contract or other agreement, or any interest therein. You agree not to accept or collect any payment of rent or of principal or interest or any other amount under such lease, land contract or other agreement more than one month before its 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.

OFFICIAL SEAL
CHRISTINE BUS OSTERMAN
Notary Public, State of Illinois
My Commission Expires 3/28/20

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