



And the Mortgagor covenants with the Mortgagee, while this Mortgage remains in force, as follows:

1. To pay said indebtedness and the interest thereon in the time and in the manner provided by the terms of the said Note.

2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against said premises, within 30 days after the same shall become due and payable, and also to pay when due and payable any taxes upon the interest or estate in said lands created or represented by this Mortgage, or by said indebtedness, whether levied against said Mortgagee or otherwise, and to immediately pay off any lien having or which may have precedence over this Mortgage, except as herein stated, and to keep all the improvements erected and to be erected on said premises continuously intact and in good order and repair, and to promptly pay for all repairs and improvements, and to commit or suffer no waste of said premises, and to permit or suffer no unlawful use thereof.

3. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by the Mortgagee with the premiums therefor paid in full.

4. And it is hereby stipulated and agreed by and between the parties hereto, that if default shall be made in the payment of taxes, water rates, liens, insurance or other charges upon said premises, or any part thereof, the Mortgagee may, at its option, make payment thereof, and the amounts so paid, with interest thereon at the same rate as provided for the principal indebtedness from the date of such payment, shall be impressed as an additional lien on said premises, and shall be added to and become part of the indebtedness secured hereby, and shall become immediately due and payable, and that in case of the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises by the Mortgagee, as heretofore provided, the receipt or receipts of the proper officer or person for such payment in the hands of the Mortgagee shall be conclusive evidence of the validity and amount of items so paid by the Mortgagee.

5. And it is hereby stipulated and agreed by and between the parties hereto that if default shall be made in the payments of said principal sum or interest or any other sum secured hereby or any part thereof, or in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants and agreements herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible, if the Mortgagee so elects, and without notice of such election.

6. That, in the event of the passage of any law or regulation, State, Federal or Municipal subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the Mortgagee.

7. That, in the event the ownership of the mortgaged premises fully described above, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with reference to this Mortgage, and the debt hereby secured in the same manner as with the Mortgagor, without in any manner releasing or discharging the Mortgagor's liability hereunder, or upon the debt hereby secured.

8. That power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, assessments, water rates, liens or insurance premiums, any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release and convey the premises, with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to a decree in chancery for the foreclosure hereof, as the option of the Mortgagee, be made en masse.

9. That in the event the Mortgagors fail to pay any installments of principal or interest on any prior mortgage when the same becomes due, the Mortgagee herein may, at its option, pay the same, and the Mortgagors, or demand, will repay the amount paid with interest thereon at the maximum legal rate, and the same shall be added to the Mortgage indebtedness and be secured by this Mortgage.

10. That in the event that Mortgagee herein exercises the right granted to it in Paragraph 8 hereof to grant, bargain, sell, release or convey said premises pursuant to a public auction, the Mortgagee shall have the right to bid at said public auction. Payment of the property pursuant to such a bid shall not extinguish any other amounts owed by the Mortgagor to the Mortgagee.

11. That, notwithstanding the foregoing, the Mortgagor shall not assign this Mortgage, or allow it to be assumed by another. If such assignment or assumption is attempted, the entire balance of principal and interest owing shall become immediately due and payable.

The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns and successors of the parties.

SIGNED by the Mortgagor the day and the year first above written.

Signed in the presence of:

[Signature]

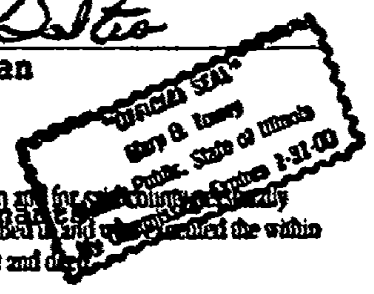
[Signature]

STATE OF ILLINOIS COUNTY OF COOK

[Signature]

Marcus Beltran

Juanita G. Beltran



On this 19th day of September, 1997 before me the subscriber, a Notary Public in and for the State of Illinois, appeared Marcus Beltran and Juanita G. Beltran, known to me to be the person(s) described in and who acknowledged the within Mortgage, and then acknowledged the execution thereof to be their free act and deed.

Drafted by:  
MARY L. BURGNER, CLA  
400 RENAISSANCE CENTER STE, 2250  
DETROIT, MI 48243-1602  
313-259-7700

[Signature]

When Recorded Return to:  
CLIFFORD ESKELSON  
HUDSONS & FIELDS EMPLOYEES C.U.  
P.O. BOX 430568  
PONTIAC, MI. 48343