





17. **ASSIGNMENT OF RIGHTS.** Borrower and Lender further agree as follows: (a) Borrower shall assign to Lender all of its rights in the property...

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3802765

UNOFFICIAL COPY

10476171  
IN DUPLICATE

ADDITIONAL SEAL  
CAROL MORLEY DEAN  
NOTARY PUBLIC STATE OF ILLINOIS  
COMMISSION EXPIRES AUG 17, 1991

1989 JUN 16 PM 2 15

FORWARDED TO  
MARRIAGE & DIVORCE  
COURT

*[Handwritten signature]*

Not Stone Credit  
10 East 22nd St  
Stamford, CT 06148

Given under my hand and official seal, this 16th day of June, 1989,  
I, TORRENCE L. HILL, a Notary Public in and for said county and state, do hereby  
certify that RICHARD G. HILL AND MARY V. HILL, ALSO KNOWN AS MARY V. HILL, HIS WIFE, AS JOINT  
TENANTS  
personally known to me and be the same person (whose names) are subscribed to the  
foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument and their free voluntary act for the uses and  
purposes therein set forth.

RICHARD G. HILL  
*[Signature]*  
MARRIAGE & DIVORCE COURT

*[Signature]*

In Witness Whereof, Borrower has executed this Mortgage.

Borrower and lender request the holder of any mortgage, deed of trust or other encumbrance with a  
lien which has priority over this mortgage to be notified to lender, at lender's address set forth on  
page one of this mortgage, of any default under the prior encumbrance and of any sale or other  
foreclosure action.

NOTICE OF NOTICE OF DEFAULT  
AND FOR FURNISHING EVIDENCE  
IN CONNECTION WITH THIS MORTGAGE

18. Borrower's Right to Retain Title. Notwithstanding lender's acceleration of the sum secured by  
this mortgage in to borrower's breach, borrower shall have the right to have any proceedings begun by  
lender to enforce this mortgage discontinued at any time prior to the entry of a judgment ordering this  
mortgage to be sold. (a) Borrower pays lender all sums which would be then due under this mortgage and the late  
mortgage contained in this mortgage; (b) Borrower cures all breach of any other covenants or agreements of  
borrower contained in this mortgage; (c) Borrower pays all reasonable expenses incurred by lender in  
enforcing the covenants and agreements of borrower contained in this mortgage, and in enforcing lender's  
remedy as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees;  
and (d) Borrower takes such action as lender may reasonably require to assure that the lien of this  
mortgage, lender's interest in the property and borrower's obligation to pay the sum secured by this  
mortgage shall continue unimpaired. Upon such payment and cure by borrower, this mortgage and the  
obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.  
19. Management of Property; Appointment of Receiver. As additional security hereunder, borrower  
hereby agrees to lender the rents of the property, provided that borrower shall, prior to acceleration  
under paragraph 17 hereof or abandonment of the property, have the right to collect and retain such rents  
as they become due and payable.  
Upon acceleration under paragraph 17 hereof or abandonment of the property, lender shall be entitled  
to have a receiver appointed by a court to enter upon, take possession of and manage the property and to  
collect the rents of the property including those past due. All rents collected by the receiver shall be  
applied first to payment of the costs of management of the property and collection of rents, including,  
but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and  
then to the sum secured by this mortgage. The receiver shall be liable to account only for the rents  
actually received.  
20. Release. Upon payment of all sums secured by this mortgage, lender shall release this mortgage  
without charge to borrower. Borrower shall pay all costs of recordation, if any.  
21. Release of Homestead. Borrower hereby waives all rights of homestead exemption in the property.