General PINANCE

REAL ESTATE M

JNOFFICIAL CO473/0149 32 001 Page 1 of

2000-06-30 14:31:35

Cook County Recorder

Recording requested by: Please return to:

AMERICAN GENERAL FINANCE

7412 N WESTERN AVE

CHICAGO IL 60645

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Recorder's Use

NAME(S) OF ALL MORTGAGORS MORTGAGEE: **MORTGAGE** NORMA HEPKIN AMERICAN GENERAL FINANCE AND WARRANT 155 HARBOR DR APT 1105 7412 N WESTERN AVE TO CHICAGO IL 60601 CHICAGO IL 60645 NUMBER OF PAYMENTS FIRST PAYMENT DUE DATE FINAL PAYMENT DUE DATE **TOTAL OF PAYMENTS** 

120 07/27/00 06/27/10 220215.23

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM DUTSTANDING \$ \_

(If not contrary to law, this mortgage also secures the payment of all renewal, and renewal, notes hereof, together with all extensions thereof). The Mortgagors for themselves, their heirs, personal representatives and assigns, mortgage and warrant to Mortgagee, to secure indebtedness in the amount of the Total of Payments due and payable as indicated above and evidenced by that certain promissory note dated 06/22/00 and future advances, if any, not to exceed the maximum outstanding amount shown above, together with interest and charges as provided in the note or notes evidencing such indebtedness and advances and as permitted by law including the rents and profits arising or to arise from the real estate from default until the time to redeem from any sale under judgment of foreclosure shall expire, ALL OF THE FOLLOWING DESCRIBED REAL ESTATE to with REAL ESTATE, to wit: 2/0/4/5

LEGAL DESCRIPTION ATTACHED.

PROPERTY ADDRESS: 155 HARBOR DR

UNIT 1105

CHICAGO IL 60601

P.I.N.

17-10-401-005-1131 VOLUME NUMBER 510

COOK situated in the County of and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all rights to retain possession of said premises after any default in or breach of any of the covenants, agreements, or provisions herein contained.

If this box is checked and the term of the obligation secured by this mortgage is sixty months or more, the following DEMAND FEATURE (Call

Option) paragraph is applicable:

Anytime after \_\_\_\_\_\_ year(s) from the date of this loan we can demand the full balance and you will have to pay the principal amount of the loan and all unpaid interest accrued to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 90 days before payment is due in full. If you fail to pay, we will have the right to exercise any rights permitted under the note, mortgage or deed of trust that secures this loan. If we elect to exercise this option, and the note calls for a prepayment penalty that would be due, there will be

deed of trust that secures this loan. If we elect to exercise this option, and the note calls for a prepayment penalty that would be due, there will be no prepayment penalty.

And it is further provided and agreed that if default be made in the payment of said promissory note (or any of them) or any part thereof, or the interest thereon or any part thereof, when due, or in case of waste or non-payment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, then and in such case, the whole of said principal and interest secured by the note in this mortgage mentioned shall thereupon, at the option of the holder of the note, become immediately due and payable; anything herein or in said promissory note contained to the contrary notwithstanding and this mortgage may, without notice to said Mortgagor of said option or election, be immediately foreclosed; and it shall be lawful for said Mortgagee, agents or attorneys, to enter into and upon said premises and to receive all rents, issues and profits thereof, the same when collected, after the deduction of reasonable expenses, to be applied upon the indebtedness secured hereby, and the court wherein any such suit is pending may appoint a Receiver to collect said rents, issues and profits to be applied on the interest accruing after foreclosure sale, the taxes and amount found due by such decree.



This	instrument	prepared	by
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CLIZABETH PER EZ FICIÁL COMPANION MESTERN (Address)

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If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

And the said Mortgagor further covenants and agrees to and with said Mortgagee that SHE will in the meantime pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings that may at any time be upon said premises insured for fire, extended coverage and vandalism and malicious mischief in some reliable company, up to the insurable value thereof, or up the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of loss to the said Mortgagee and to deliver to all policies of insurance thereon, as soon as effected, and all renewal certificates therefor; and said Mortgagee shall have the right to collect, receive and receipt, in the name of said Mortgagor or otherwise; for any and all money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said buildings or any of them, and apply the same less \$ 500.00 reasonable expenses in obtaining such money in satisfaction of the money secured hereby, or in case said Mortgagee shall so elect, so may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay taxes, and all monies thus paid shall be secured hereby, and shall bear interest at the rate stated in the promissory note and be paid to the proceeds of the sale of said premises or out of such insurance money if not otherwise paid by said Mortgagor.

If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the Mortgagee and without notice to Mortgagea forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entitles other than, or with, Mortgagor unless the purchaser or transferee assumes secured hereby with the consent or the Mortgagee.

And said Mortgagor further agrees that in case of default in the payment of the interest on said note when it becomes due and payable it shall bear like interest with the principal of said note.

And it is further expressly agreed by and between said Mortgagor and Mortgagee, that if default be made in the payment of said promissory note or in any part thereof, or the interest thereon, or any part thereof, when due, or in case of a breach in any of the covenants, or agreements herein contained, or in case said Mortgagor is made a party to any suit by reason of the existence of this mortgage, then or in any such cases, said Mortgagor shall at once owe said Mortgagee reason able attorney's or solicitor's fees for protecting HER interest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceedings or otherwise, and a lien is hereby given upon said premises for such fees, and in case or inreclosure hereof, a decree shall be entered for such reasonable fees, together with whatever other indebtedness may be due and secured hereby

And it is further mutually understood and agreed, by and between the parties hereto, that the covenants, agreements and provisions herein contained shall apply to, and, as far as the law allows, be binding upon and be or the benefit of the heirs, executors, administrators and assigns of said parties respectively.

said parties respectively.				_			
In witness whereof, the said Mo	0 0		et <u>HER</u> hand	2 and s	eal this	<u>22nd</u> day of	JUNE_
	, A.D. 200	00 .		5			
Name II p	125	_ (SEAL) _					_ (SEAL)
NORMA HEPKIN		_ (SEAL)	····-		0,		(SEAL)
STATE OF ILLINOIS, County of	COOK	nty and State	ss. aforesaid, do	hereby certify t	hat NORM	A ZEPKIN	
personally known to me to be the sa day in person and acknowledged t and voluntary act, for the uses and p	ime person	whose name	_1.S sub	scribed to the	foregoing instru	ment appeared before	e me this free
Given under my hand and O	FFICIAL	seal this	22ND	day of	JUNE	, A.D., _2	2000
Notary Public				·			
My commission expires			<b>\$</b> ~~	~~~~~	//////////////////////////////////////	mz	

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/14/01

PARCEL 1: UNIT 1105 IN HARBOR DRIVE CONDOMINIUM AS DELINEATED ON THE SURVEY PLAT OF THAT CERT AND ARCELOF REAL ESTATE HEREINAFT LL CAMLED PARCEL); OF LOTS 1 AND 2 IN BLOCK 2 IN HARBOR POINT UNIT NO. I, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING THAT PART OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CLUDED WITH FORT DEARBOR ADDITION TO CHICAGO, BEING THE SHOLE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL OF THE LAND, PROPERTY AD SPACE OCCUPIED BY THOSE PARTS OF BELL, CAISSON, CAISSON CAPP AND COLUMN LOTS 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 6-A, 6-B, 6-C, 7-A, 7-B, 7-C, 8-A, 8-B, 8-C, 9-A, 9-B, 9-C, M-LA AND MA-LA, OF PARTS THEREOF, AS SAID LOTS ARE DEPICTED. ENUMERATED AND DEFINED ON SAID PLAT OF HARBOR POINT UNIT 1, FALLING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND DOWNWARD OF SAID LOT 1 IN BLOCK 2 AFORESAID, AD LYING ABOVE THE UPPER SURFACE OF THE LAND, PROPERTY AND SPACE TO E DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR UTILITY PURPOSES, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AD OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR THE 155 HARBOR DRIVE CONDOMINIUM ASSOCIATION MADE BY CHICAGO TITLE & TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 58912, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935653 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935654; TOGETHER WITH ITS UNDIVIDED .09262% INTEREST IN SAID PARCEL EXCEPTING FROM SAID PARCEL ALL OF THE PROPERTY AND SPACE COMPRISING ALL OF THE UNITES THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION, AS AMENDED AS AFORESAID, AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1 AFORE DESCRIBED 00491325 THROUGH, OVER AND ACROSS LOT 3 IN BLOCK 2 OF SAID HARBOR POINT UNIT 1,

ESTABLISHED PURSUANT TO ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AD EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS ASSOCIATION MADE BY CHICAGO TITLE AD TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912 AND UNDER TRUST NUMBER 58930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22915651 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935652).

PARCEL 3: EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1 AFORESAID DESCRIBED AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENTS AS SHOWN ON PLAT OF HARBOR POINT UNIT NO. 1 AFORESAID, AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 58912 AD UNDER TRUST NUMBER 58930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22935651 (SAID DECLARATION HAVING BEE AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22935652), IN COOK COUNTY, ILLINOIS.