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Doc#: 0502808012
Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 01/28/2005 09:11 AM Pg: 1 of 5

Property of Cook County Clerk

Recorder's Use

This instrument prepared by:

AMERICAN GENERAL FINANCE
3632 W 95TH ST
EVERGREEN PARK, IL 60805-2106

OPEN-END MORTGAGE

THIS OPEN-END MORTGAGE ("Security Instrument") is given 01/26/05 The mortgagor is
MONTH/DAY/YEAR
JOSALYN PYRON

DIVORCED

(indicate marital status)

("Borrower").

This Security Instrument is given to AMERICAN GENERAL FINANCIAL SERVICES OF ILLINOIS, INC.,
which is organized and existing under the laws of Illinois, and whose
address is 3632 W 95TH ST EVERGREEN PARK, IL 60805-2106

Illinois ("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Credit Limit set by Lender (initially \$ 6000.00), which amount constitutes the maximum principal amount that may be secured at any one time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement and Disclosure Statement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender with mortgage covenants, to secure the payment of the foregoing indebtedness of Borrower from time to time, the following described property located in COOK County, Illinois:

LOT 152 IN CHARLES I. CREED'S SUBDIVISION OF PART OF THE NORTH 25 CHAINS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36 AND RESUBDIVISION OF LOTS 1, 2 AND PART OF LOT 3 AND VACATED STREETS ADJOINING SAID LOTS IN BEVERLY PARK SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 2808 W. 85th Pl. Chicago IL. 60652
Prior Instrument Reference: Volume _____, Page _____

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... (b) the right of the Borrower to lease, sublease, license, or otherwise dispose of the Property, and the right of the Borrower to lease, sublease, license, or otherwise dispose of any and all gas rights and profits, water rights and profits, and all other rights and interests in the Property, and all amendments and additions shall also be included in the Security Instrument. The Security Instrument shall be recorded as the "Property."

... (c) the Borrower shall be responsible for the maintenance and repair of the Property, and that the Property is unimproved and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (d) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (e) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (f) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (g) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (h) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (i) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

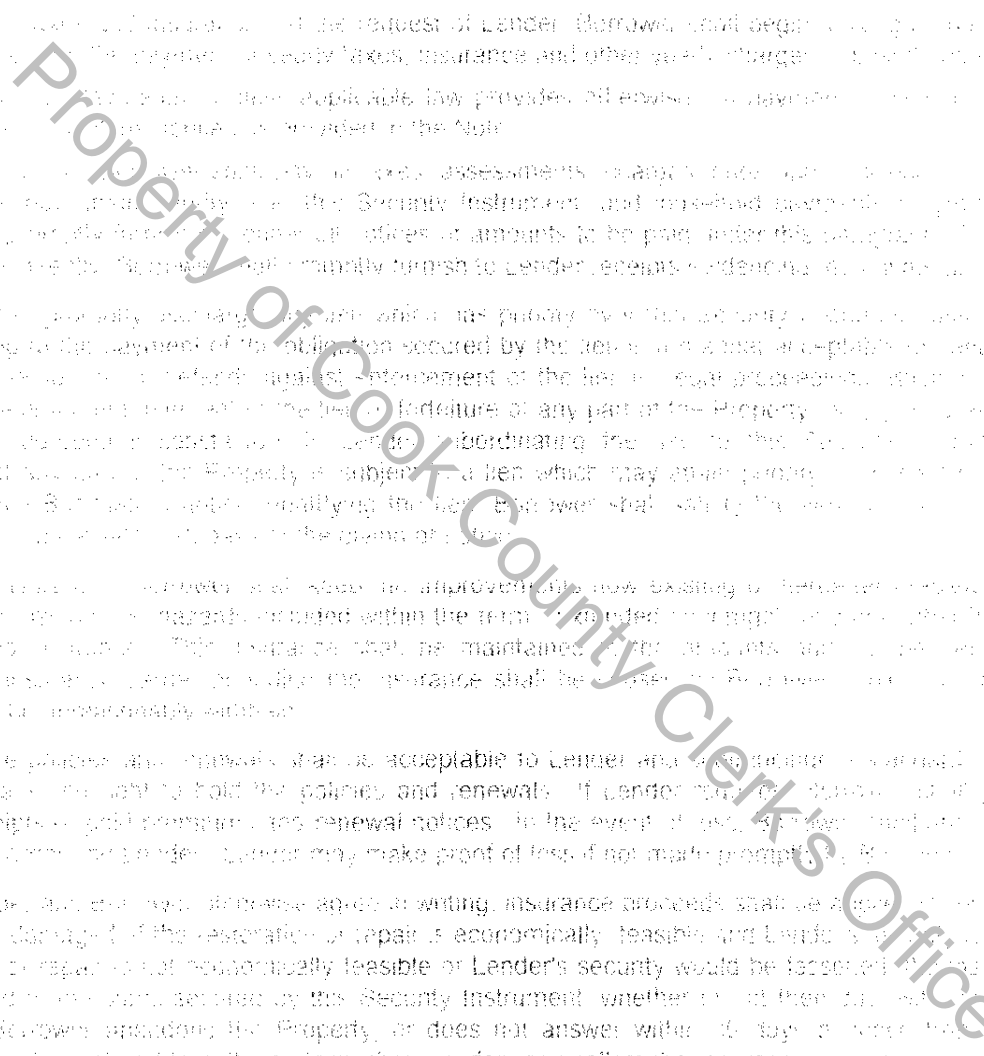
... (j) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (k) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (l) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (m) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.

... (n) The Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property, and that the Borrower shall be responsible for the maintenance and repair of the Property.



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7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the even of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not operate to release the liability of the original referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason by any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waive of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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17. Any notice or communication provided in this Security Instrument shall be given by delivering a copy, mailed by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Property Address or to other address Borrower designates by notice to Lender. Any notice or communication mailed by first class mail to address stated herein or any other address Lender designates shall be deemed to have been given to Borrower even if such notice is not received by the addressee.

18. This Security Instrument shall be governed by the laws of the State of Colorado, which the Property is located in and no other provision or clause of this Security Instrument shall be construed with applicable law unless it would conflict with other provisions of this Security Instrument. The law will apply to govern effect without the conflicting provision. To this end the provisions of the Security Instrument shall be construed to conform to applicable law.

19. Lender shall provide Borrower with one confirmed copy of the Note and of this Security Instrument.

20. Lender shall retain title to the Property and beneficial interest in Borrower. If at any time any interest in the Property or in Borrower is sold or transferred and Borrower is not a party to such sale or transfer, Lender may at its option, require immediate payment of all sums secured by this Security Instrument. However, this option shall not be exercised if the sale or transfer is a bona fide purchase as provided in the law of the State of Colorado.

21. Lender shall give Borrower notice of acceleration. The notice shall be given by first class mail to the address specified in the notice to Lender. If the notice is delivered or mailed within the time specified in the notice to Lender, the Security Instrument shall be accelerated if Borrower fails to pay these sums due by the expiration of the term of the Note or the remedies provided in this Security Instrument without further notice to Lender.

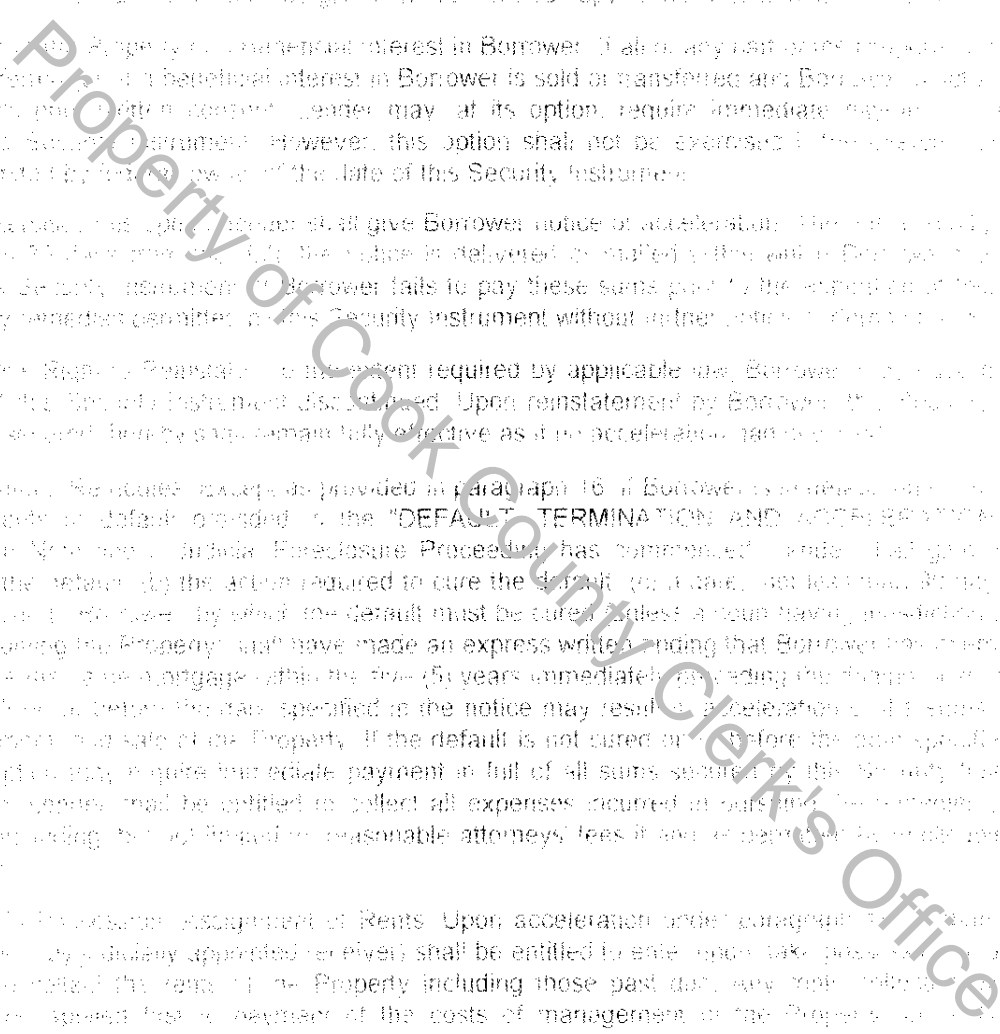
22. Borrower's Right of Redemption and extent required by applicable law, Borrower shall have the right to reinstate the Security Instrument disclosed. Upon reinstatement by Borrower, the Security Instrument shall be reinstated and shall remain fully effective as if no acceleration had occurred.

23. Lender shall, if the state so provides as provided in paragraph 16 if Borrower is in default, provide a copy of the notice of default provided in the "DEFAULT, TERMINATION AND ACCELERATION" section of the Note and a Notice of Foreclosure Proceeding has commenced. Lender shall give notice of acceleration or the notice (b) the action required to cure the default, (c) a date, not less than 30 days after the date of the notice, by which the default must be cured, (d) a court having jurisdiction over the proceedings regarding the Property, and (e) have made an express written finding that Borrower has not paid Borrower's obligations under the mortgage within the time (5) years immediately preceding the date of the notice of default or, in the event the date specified in the notice may result in a date of acceleration and a sale of the Property. If the default is not cured or if before the date specified in the notice, Lender or its agent may require immediate payment in full of all sums secured by this Security Instrument and Lender or its agent shall be entitled to collect all expenses incurred in pursuing the remedies provided in paragraph 18 including but not limited to reasonable attorneys' fees if any, and other costs and charges of foreclosure.

24. Lender or its agent, assignment of Rents. Upon acceleration under paragraph 21, Lender or its agent or property manager (as defined hereafter) shall be entitled to enter upon and take possession of the Property and to collect the rents of the Property including those past due, any rents not due, and any rents to be received, shall be deemed to be a part of the costs of management of the Property and shall be paid to the Lender or its agent, less any expenses, premiums on receivers bonds and rentals and other charges as provided by applicable law, and then in the sums secured by this Security Instrument. Lender or its agent shall be deemed to be in possession of the Property if Lender or its agent is in possession of the Property.

25. Payment of taxes and other sums secured by this Security Instrument. Lender or its agent shall be entitled to pay taxes and other sums secured by this Security Instrument but shall not be required to pay such taxes and other sums.

26. Advance on Protected Security. This Security Instrument shall secure the unpaid balance of any advance on security with respect to the Property for the payment of taxes, assessments, insurance premiums and other sums due to the benefit of the Property.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and waives Borrower's right of homestead in the Property. By signing below, _____, the spouse of Borrower, has also executed this instrument solely for the purpose of mortgaging and releasing (and does hereby so release and mortgage) all of such spouse's rights of homestead in the property.

Witnesses:

Raul Andrade
(print or type name below line) RAUL ANDRADE

Josalyn Pyron (Seal)
Borrower JOSALYN PYRON

Sharon Gabriel
(print or type name below line) SHARON GABRIEL

Borrower (Seal)

STATE OF ILLINOIS, County of COOK ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that JOSALYN PYRON personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including all release and waiver of the right of homestead.

Given under my hand and official seal this 26th day of January, A.D., 2005.
MONTH YEAR

Ralph T. Kantor
Notary Public

My commission expires
12/05/2007
MONTH DAY, YEAR

