

# UNOFFICIAL COPY



Doc#: 0631335192 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/09/2006 03:40 PM Pg: 1 of 3

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

## REAL ESTATE MORTGAGE

Recorder's Use

Recording requested by. Please return to:  
AMERICAN GENERAL FINANCIAL SERVICES OF ILLINOIS, INC.  
11844 S WESTERN  
CHICAGO, IL 60643-4734

FIRST AMERICAN TITLE

ORDER # 1497095 206

NAME(S) OF ALL MORTGAGORS:

RUBY J FREEMAN, *single never married woman*

MORTGAGE AND WARRANT TO

MORTGAGEE:

AMERICAN GENERAL FINANCIAL SERVICES OF ILLINOIS, INC.

| NUMBER OF PAYMENTS | FIRST PAYMENT DUE DATE                    | FINAL PAYMENT DUE DATE                    | TOTAL OF PAYMENTS |
|--------------------|---|---|-------------------|
| 360                | 11/10/06<br><small>MONTH/DAY/YEAR</small> | 10/10/36<br><small>MONTH/DAY/YEAR</small> | \$ 355762.80      |

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 113566.00 (If not contrary to law, this mortgage also secures the payment of all renewals and renewal Notes/Loan agreements 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 Note/Loan agreement dated 10/10/06 and future advances, if any, not to exceed

MONTH/DAY/YEAR

the maximum outstanding amount shown above, together with interest and charges as provided in the Note/Loan agreement or Notes/Loan agreements 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 wit:

\*\*\*\*\* SEE SCHEDULE C \*\*\*\*\*

situated in the County of COOK 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.

And it is further provided and agreed that if default be made in the payment of said Note/Loan agreement (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/Loan agreement in this mortgage mentioned shall thereupon, at the option of the holder of the Note/Loan agreement, become immediately due and payable; anything herein or in said Note/Loan agreement contained to the contrary notwithstanding and this mortgage may, without notice to said Mortgagor(s) 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.

ILA451 (06-05-05) Real Estate Mortgage

*319*

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This instrument prepared by JENNIFER STEINER of 11844 S WESTERN, CHICAGO, IL 60643-4734

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/Loan agreement 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/Loan agreement 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(s) further covenant(s) and agree(s) to and with said Mortgagee that Mortgagor(s) 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 to the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of loss to the said Mortgagee and to deliver to AMERICAN GENERAL FINANCIAL SERVICES OF ILLINOIS, INC.

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(s) 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 \$\_\_\_\_\_ 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(s) 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 Note/Loan agreement and be paid by the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagor(s).

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 Mortgagor(s) 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 entities other than, or with, Mortgagor(s) unless the purchaser or transferee assumes all of the obligations of this Mortgage and the sums secured hereby and then only with the express written consent of the Mortgagee.

And said Mortgagor(s) further agrees that in case of default in the payment of the interest on said Note/Loan agreement when it becomes due and payable it shall bear like interest with the principal of said Note/Loan agreement.

And it is further expressly agreed by and between said Mortgagor(s) and Mortgagee, that if default be made in the payment of said Note/Loan agreement 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(s) is made a party to any suit by reason of the existence of this Mortgage, then or in any such cases, said Mortgagor(s) shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting AMERICAN GENERAL FINANCIAL SERVICES OF ILLINOIS, INC. 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 of foreclosure 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 for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

IN WITNESS WHEREOF, the said Mortgagor(s) has/have hereunto set his/her/their hand(s) and seal(s) this 10th day of October, A.D. 2006.

Jennifer Steiner (SEAL) Ruby J. Freeman (SEAL)  
JENNIFER STEINER RUBY J FREEMAN  
Earl James (SEAL) (SEAL)  
EARL JAMES

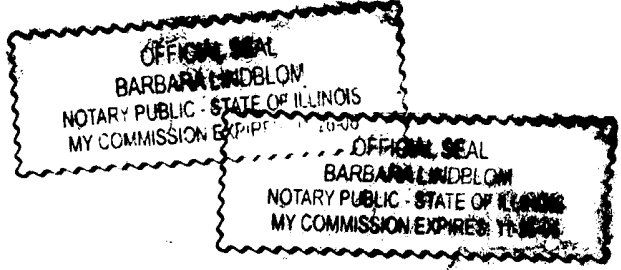
STATE OF ILLINOIS, County of WHEEL Cook ss.  
I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that RUBY J FREEMAN

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 10th day of October, A.D., 2006.

Barbara Lindblom  
Notary Public

My commission expires 11-26-06  
(MONTH DAY, YEAR)



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## Schedule C

### Legal Description:

UNIT B-3 IN BUILDING 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PINWOOD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 89464684, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3024 Matthew Lane Unit B-3  
Homewood, IL 60430  
31-01-115-012-1034

Property of Cook County Clerk's Office