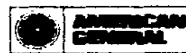


# UNOFFICIAL COPY

REAL ESTATE MORTGAGE



Recording requested by:  
Please return to:

May 28 1990

THIS SPACE PROVIDED FOR RECORDER'S USE

30578815

American General Finance Corporation  
7145 W. Belmont  
Chicago, Illinois 60634

NAME(S) OF ALL MORTGAGORS LaSalle National Trust, N.A.,  
Successor Trustee to LaSalle National Bank, Successor Trustee  
LaSalle Northwest National Bank Formerly known as  
NORTHWEST NATIONAL BANK  
OF CHICAGO, AS TRUSTEE UNDER TRUST  
AGREEMENT DATED AUGUST 16, 1972  
AND KNOWN AS TRUST NUMBER 26-1583-00

MORTGAGE  
AND  
WARRANT  
TO

MORTGAGEE:

AMERICAN GENERAL FINANCE  
7145 W. BELMONT  
CHICAGO, IL. 60634

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
180	12/03/90	11/03/05	121506.66

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ \_\_\_\_\_  
(If not contrary to law, this mortgage also secures the payment of all renewals 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 of even date herewith 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, ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to wit:

LOT 7 IN BLOCK 3 IN THE SUBDIVISION OF THE WEST 1/4 OF LOTS 11 AND 12 IN THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST, THE THIRD PRINCIPAL MERIDAN, RECORDED ON JULY 25, 1906 AS DOCUMENT 300125 IN BOOK 91 OF PLATS, PAGE 43 IN COOK COUNTY, ILLINOIS. PERM. TAX ID 13-16-424-019 STREET ADDRESS 4032 N. LEAMINGTON CHICAGO IL 60634

RECORDING \$15.25  
TRAM 1638 11/28/90 15:06:00  
COOK COUNTY RECORDER

32069450  
TRW REAL ESTATE  
LOAN SERVICES  
SUITE #1015  
100 N. LaSALLE  
CHICAGO, IL 60602

1525

DEMAND FEATURE (if checked)  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 in full is due. 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 no prepayment penalty.

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, 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 right 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 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 the amount found due by such decree.

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.

This instrument prepared by CHRISTINE WIEGELE (Name)  
American General Finance Corporation of Illinois 7145 W. Belmont Chicago Illinois 60634 Illinois.  
013-00021 (REV. 5-88) (Address)

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And the said Mortgagor further covenants and agrees to and with said Mortgagee that HE will in the mean-  
 time 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 US 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, may use the same in repairing or rebuilding such build-  
 ing 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 such taxes, and all monies thus paid shall be secured hereby, and shall bear interest at the rate stated in the pro-  
 missory note and be paid out of 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 Mortgagor 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 unless the  
 purchaser or transferee assumes the indebtedness secured hereby with the consent of 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 of them or 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 Mortgagee 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 reasonable attorney's or solicitor's fees for  
 protecting OUR 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, administra-  
 tors and assigns of said parties respectively.

In witness whereof, the said Mortgagor has hereunto set HIS hand and seal this 26th day of  
OCTOBER A.D. 1990

*Melvin J. Zelechivsky* (SEAL)  
 LaSalle National Trust, N.A., Successor Trustee to  
 LaSalle National Bank, Successor Trustee to LaSalle (SEAL)  
 Northwest National Bank, formerly known as  
 Northwest National Bank of Chicago *as Successor Trustee*  
*and not person* (SEAL)  
 VICE PRESIDENT

SEE SIGNATURE ATTACHED HERETO AND MADE A PART HEREON  
11-27-90  
*[Signature]*  
 Assistant Secretary

STATE OF ILLINOIS, County of COOK  
 I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that

MELVIN J. ZELECHIVSKY

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

HARRIET DENISEWICZ, a Notary Public in and for said County in the  
 State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek, Assistant Vice  
 President of LA SALLE NATIONAL TRUST, N.A., and William H. Dillon, Assistant  
 Secretary of said Bank personally known to me to be the same persons whose names  
 are subscribed to the foregoing instrument as such Assistant Vice President and  
 Assistant Secretary respectively, appeared before me this day in person and  
 acknowledged that they signed and delivered said instrument as their own free  
 and voluntary act, and as the free and voluntary act of said bank, for the uses  
 and purposes therein set forth; and said Assistant Secretary did also then and  
 there acknowledge that he/she, as custodian of the Corporate Seal of said Bank,  
 did affix said Corporate Seal of said Bank to said instrument as his/her own  
 free and voluntary act, and as the free and voluntary act of said bank for the  
 uses and purposes therein set forth.

Given under my name and notarial seal this 27th day of November, 1990

"OFFICIAL SEAL"  
 Harriet Denisevicz  
 Notary Public, State of Illinois  
 My Commission Expires Oct. 30, 1991

*Harriet Denisevicz*  
 NOTARY PUBLIC

My Commission Expires

90578815 SEE SIGNATURE ATTACHED HERETO AND MADE A PART HEREON

SEE SIGNATURE ATTACHED HERETO AND MADE A PART HEREON

# UNOFFICIAL COPY

9 0 5 7 8 8 1

Property of Cook County Clerk's Office

personally known to me to be the same person \_\_\_\_\_ whose name IS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered said instrument as HIS free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead.

" OFFICIAL SEAL "  
JEFFREY J. PAETH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/24/92

Given under my hand and NOTORIAL seal this 26th day of OCTOBER, A.D. 19 90.

My commission expires \_\_\_\_\_, 19 \_\_\_\_\_

*Jeffrey J. Paeth*  
Notary Public

REAL ESTATE MORTGAGE

30578815

DO NOT WRITE IN ABOVE SPACE

TO

Recording Fee \$3.50. Extra acknowledgments, fifteen cents, and five cents for each lot over three and fifty cents for long descriptions.

Mail to:

# UNOFFICIAL COPY

Form XX0135

My Commission Expires Oct. 30, 1991

Notary Public, State of Illinois

Harriet Denismwicz

OFFICIAL SEAL

*Harriet Denismwicz*  
NOATY PUBLIC

Given under my name and notarial seal this 27th day of November, 1990

used and purposes therein set forth.  
free and voluntary act, and as the free and voluntary act of said bank for the  
did affix said Corporate Seal of said Bank to said instrument as his/her own  
there acknowledged that he/she, as custodian of the Corporate Seal of said Bank,  
and purposes therein set forth; and said Assistant Secretary did also then and  
and voluntary act, and as the free and voluntary act of said bank, for the uses  
acknowledged that they signed and delivered said instrument as their own free  
Assistant Secretary respectively, appeared before me this day in person and  
are subscribed to the foregoing instrument as such Assistant Vice President and  
Secretary of said Bank personally known to me to be the same persons whose names  
President of LA SALLE NATIONAL TRUST, N.A., and William H. Dillon, Assistant Vice  
President of LA SALLE NATIONAL TRUST, N.A., and William H. Dillon, Assistant Vice  
President of LA SALLE NATIONAL TRUST, N.A., and William H. Dillon, Assistant Vice

HARRIET DENISMWICZ

STATE AFORESAID, DO HEREBY CERTIFY THAT

30578810578815

MADE A PART HEREOF

HERE TO AND WAIVE A PART HEREOF

ATTACHED HERETO

DO NOT SIGN ATTACHED HERETO AND MAKE A PART HEREOF

11-27-90

Northwest National Bank, formerly known as  
Northwest National Bank of Chicago

La Salle National Bank, Successor Trustee to  
La Salle National Bank, N.A., Successor Trustee to

A.D. 19 90

OCTOBER

In witness whereof, the said Mortgagor has hereunto set his hand and seal this 26th day of

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.

And it is further expressed, agreed by and between said Mortgagor and Mortgagee, that if default be made in the payment of said promissory note or in any of them, or 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 Mortgagee is made a party to any suit by reason of the existence of this mortgage, then or in any such case, said Mortgagor shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting interest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceedings or otherwise, and when 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 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.

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 premises, or upon the vesting of such title in any manner in persons or entities other than, or with, Mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee.

And the said Mortgagor further covenants and agrees to and with said Mortgagee that \_\_\_\_\_ 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 \_\_\_\_\_ 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 Mortgagee or otherwise; for any and all money that may become payable and collectible 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, may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagee thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay such 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 out of the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagor.

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

UNDER TRUST NO. 20-1583-01

DATED 10/31/00

26-1583-01  
 This Mortgage or Trust Deed in the nature of a mortgage is executed by LA  
 SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No.  
 26-1583-01 in the exercise of the power and authority conferred upon and vested  
 in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants  
 that it possesses full power and authority to execute the Instrument) and it  
 is expressly understood and agreed that nothing contained herein or in the  
 note, or in any other instrument given in evidence the indebtedness secured  
 hereby shall be construed as creating any liability on the part of said  
 mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to  
 pay said note or any interest that may accrue thereon, or any indebtedness  
 accruing hereunder, or to perform any covenant, either express or implied,  
 herein contained, all such liability, if any, being hereby expressly waived by  
 the mortgagee or Trustee under said Trust Deed, the legal owners or holders of  
 the note, and by every person now or hereafter claiming any right or security  
 hereunder; and that so far as the mortgagor or grantor and said LA SALLE  
 NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note  
 and the owner or owners of any indebtedness accruing hereunder shall look  
 solely to the premises hereby mortgaged or conveyed for the payment thereof by  
 the enforcement of the lien created in the manner herein and in said note  
 provided or by action to enforce the personal liability of the guarantor or  
 guarantors, if any. Trustee does not warrant, indemnify, defend title nor is  
 it responsible for any environmental damage.

AND THE ORIGINAL OF THIS INSTRUMENT IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF ...

County Clerk's Office

UNOFFICIAL COPY

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