



UNOFFICIAL COPY

#90-477

REAL ESTATE MORTGAGE

90-477 COOK 362

Recording requested by: MHT
 Please return to:
 AMERICAN GENERAL FINANCE
 200 W. ADAMS, SUITE, 1203
 CHICAGO, IL 60606

THIS SPACE PROVIDED FOR RECORDER'S USE
 90106822
 DEPT-01 \$13.25
 147777 TRAN 0362 03/09/90 11:40:00
 42835 # *-90-106822
 COOK COUNTY RECORDER

NAME AND ADDRESS OF ALL MORTGAGORS
 CHICAGO TITLE AND TRUST COMPANY, A CORPORATION
 OF ILLINOIS, AS A TRUSTEE UNDER TRUST AGREEMENT
 DATED MARCH 6, 1984 AND KNOWN AS TRUST NUMBER
 1084974.

MORTGAGEE:
 AMERICAN GENERAL FINANCE
 200 W. ADAMS, SUITE 1203
 CHICAGO, IL 60606

MORTGAGE
 AND
 WARRANT
 TO

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
36	3/28/90	02/28/93	15308.28

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 15308.28
 (If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof,
 together with all extensions thereof) PRINCIPAL AMOUNT: \$11884.64

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 43 IN BLOCK 7 IN FREDERICK H PARTLETT'S GREATER CALUMET SUBDIVISION
 OF CHICAGO BEING PART OF THE SOUTH HALF OF THE SECTION 20, TOWNSHIP 37
 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
 ILLINOIS.

PROPERTY ADDRESS: 11514 S. JUSTINE
 CHICAGO, IL 60643

PERMANENT TAX #: 25-20-300-029

90106822

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 MARIBEL CONTRERAS (Name)
 of 200 W. ADAMS, SUITE 1203 CHICAGO, IL 60606 Illinois (Address)

137 Mad

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And the said Mortgagor further covenants and agrees to and with said Mortgagee that they 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 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 or destruction of said buildings or any of them, and apply the same less \$ 1000 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 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 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.

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, administrators and assigns of said parties respectively.

In witness whereof, the said Mortgagors have hereunto set their hands and seal this 23rd day of

FEBRUARY A.D. 19 90 (SEAL)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in force purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal covenants, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, and the expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

Mortgagor-Trust No. 1084974

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE PRESIDENT
Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS, SS.
COUNTY OF COOK.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grant or, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as a condition of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes herein set forth.

"OFFICIAL SEAL"
Lynda S. Barrie
Notary Public, State of Illinois
My Commission Expires 4/2/90

Given under my hand and Notarial Seal this 23rd day of FEBRUARY 19 90
[Signature]
Notary Public

NF80-1

REAL ESTATE MORTGAGE

1084974

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:

401068222

DO NOT WRITE IN ABOVE SPACE

UNOFFICIAL COPY

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

Mail to:

TO

My commission expires _____ 19____
 Notary Public

 day of _____, A.D. 19____
 Given under my hand and seal this _____ 23rd _____
 personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed, sealed and delivered said instrument as the true and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS, County of _____
 _____, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____
 ss. _____
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

And the said Mortgagee further covenants and agrees to and with said Mortgagee that they 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 by the said Mortgagee and to deliver to _____ all policies of insurance thereon, as soon as effected, and all renewal certificates thereof; 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 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 the said Mortgagee.

UNOFFICIAL COPY

13716
Illinois

200 W. ADAMS, SUITE 1203, CHICAGO, ILLINOIS 60606
(Name)

MARIBEL CONTRERAS
This instrument prepared by

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any payment 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 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 Mortgagee or 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.

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.

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 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.

DEMAND FEATURE (if checked)

90106822

PERMANENT TAX # : 25-20-300-029

PROPERTY ADDRESS: 1514 S. JUSTINE
CHICAGO, IL 60643
ILLINOIS

LOT 43 IN BLOCK 7 IN FREDERICK H. BARTLETT'S GREATER CALUMET SUBDIVISION
OF CHICAGO BEING PART OF THE SOUTH HALF OF THE SECTION 20, TOWNSHIP 37
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

DESCRIBED REAL ESTATE, to wit:
The Mortgagee 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

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 15308.28
(If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof, together with all extensions thereof) PRINCIPAL AMOUNT: \$11884.64

NO. OF PAYMENTS	FIRST PAYMENT	FINAL PAYMENT	TOTAL OF PAYMENTS
36	3/28/90	02/28/93	15308.28

NAME AND ADDRESS OF ALL MORTGAGORS
CHICAGO TITLE AND TRUST COMPANY, A CORPORATION
OF ILLINOIS, AS A TRUSTEE UNDER TRUST AGREEMENT
DATED MARCH 6, 1984 AND KNOWN AS TRUST NUMBER
1084974.

MORTGAGEE:
AMERICAN GENERAL FINANCE
200 W. ADAMS, SUITE 1203
CHICAGO, IL 60606

AMERICAN GENERAL FINANCE
200 W. ADAMS, SUITE, 1203
CHICAGO, IL 60606

DEPT-01
147777 TMMN 0362 03/09/90 11:40:00
\$2835 \$ *-50-106822
COOK COUNTY RECORDER

90106822

THIS SPACE PROVIDED FOR RECORDER'S USE

MAIL TO

90-477-COOK 362

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