

Recording Requested by
Please return to:

American General Finance
2313 West 25th Street
Chicago, Illinois 60643
Attn: Sal

UNOFFICIAL COPY

91551948

NAME AND ADDRESSES OF ALL MORTGAGORS

Gayle F. Scott and
Leon Collins III (jointly)
6439 S. Washtenaw
Chicago, Illinois 60629

MORTGAGE
AND
WARRANT
TO

MORTGAGEE

American General Finance
2313 West 25th Street
Chicago, Illinois 60643
Attn: Sal

INTEREST RATE	AMOUNT OF PAYMENT	AMOUNT OF PREVIOUS PAYMENT	FIRST PAYMENT	DATE	LAST PAYMENT	DATE	FINAL PAYMENT	DATE	TOTAL OF PAYMENTS
10.26%	2266.5246	8266	10.26.91	26TH	9-20-96	495960			

This instrument is subject to prepayment. MAY NOT BE RESUMED OR DEFERRED.

The Mortgagors shall pay to the Mortgagee all amounts due and payable under this mortgage, and to the holder of any note or notes hereon, together with all extensions thereof.

The Mortgagors shall pay to the Mortgagee all amounts due and payable under this mortgage, and to the holder of any note or notes hereon, together with all extensions thereof, and interest as they accrue from time to time on the principal amount, of any payment or part thereof provided in the contract or contracts evidencing such advance. **ALL OF THE FOLLOWING ARE DESCRIBED AS REAL ESTATE TO BE:**

13⁰⁰

Lot 5 in Chartonneau's Subdivision of Lots 5 to 24 both inclusive of Block 14 of Avondale Addition to Chicago a Subdivision of the West 1/2 of the North East 1/4 of Section 24, Township 34 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index No. 19-24-209-030-0000

Gayle F. Scott and Leon Collins III (jointly)
6439 S. Washtenaw
Chicago, Illinois 60629

1991 OCT 22 PM 3:28

91551948

In witness whereof, the parties have affixed their signatures to this real estate mortgage, and reciting the foregoing facts, and the true intent and purport of this instrument, and that it is executed in the County of Cook and State of Illinois, hereby retaining and reserving all rights, power and by virtue of the foregoing instrument, by way of the signature thereto, and admissibly, retain possession of the premises herein described, subject to the conditions and stipulations contained in this instrument.

And it is further provided and agreed that if default is made in the payment of any sum or part thereof, or any part thereof, or if any payment of any sum or part thereof is refused to be paid or if any payment of any sum or part thereof is delayed, then and in such event, the whole of the principal amount so delayed by the contract in this instrument, or the sum or part thereof so delayed, plus interest thereon at the rate of twelve percent per annum from the date of such default, plus attorney fees, and all costs of collection, including reasonable expenses and attorney fees, and all costs of enforcement, including costs of sale, shall be paid by the mortgagor to the mortgagee upon demand, and the same may be applied upon the principal amount of the debt, or any part thereof, which is pending, or upon a receiver to collect said rents, taxes and other charges, or to collect any amount due after the date of sale, the taxes and the amount found due by such decree.

If this mortgage is subject and subordinate to another mortgage, it is hereby agreed that should any default be made in the payment of any sum or part thereof, or if any payment of any sum or part thereof is refused to be paid or if any payment of any sum or part thereof is delayed, then and in such event, the whole of the principal amount so delayed by the contract in this instrument, or the sum or part thereof so delayed, plus interest thereon at the rate of twelve percent per annum from the date of such default, plus attorney fees, and all costs of collection, including reasonable expenses and attorney fees, and all costs of enforcement, including costs of sale, shall be paid by the mortgagor to the mortgagee upon demand to be serviced by this mortgage, and is further expressly agreed that in the event of such default or delay, it may be commenced to foreclose said prior mortgage, and the amount secured by this mortgage and the underlying contract shall become and be due and payable at any time thereafter at the option of the owner or holder of this mortgage.

This instrument prepared by:

Joseph Niznik

(Name)

1421 W. Cermak Road, Chicago, Illinois 60608

(Address)

91551948

UNOFFICIAL COPY

And the said Mortgagor further covenants and agrees to and by the said Mortgagor it is agreed that the said Mortgagor shall at all times pay all taxes and assessments on the said premises, and will also take security for the payment of such taxes and assessments on buildings that may at any time be upon said premises insured for fire, extended coverage, vandalism and theft, and will cause to be paid up to the insurance company or companies, or pay up to the assignable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable and sufficient insurance in case of loss to the said Mortgagor and to deliver to it all policies of insurance thereon, as soon as effected, and if necessary, and to the satisfaction of the Mortgagor and said Mortgagee shall have the right to collect, receive and receipt, in the name of said Mortgagor or otherwise, for any amount of money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said building, or any part thereof, and apply the same less all reasonable expenses in obtaining such money in satisfaction of the money so due to the said Mortgagor and Mortgagee, and the same may be used for repairing or rebuilding such building and in case of collection of premium, the sum of \$100.00 of the same, and the balance of the same, from said Mortgagee may procure such insurance or pay such taxes and assessments as may then be secured hereby, and shall bear interest at eight percent and be paid out of the proceeds of the sale of said premises, in case of such insurance or assessment, such insurance money if not otherwise paid by said Mortgagor.

If not prohibited by law or regulation, this mortgage and all rights hereunder may be reconveyed and paid off at the place of the Mortgagor and without notice to Mortgagor forthwith upon the conveyance of 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 Mortgagor.

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

And it is further expressly agreed by and between said Mortgagor and Mortgagee, that if default be made in the payment of said contract 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 its 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 has hereunto set

hand and seal.

25TH

day of

SEPTEMBER

A.D. 19 91

*F. Leon Collins III
Gayle P. Scott*

(SEAL)

(SEAL)

(SEAL)

(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

GAYLE P. SCOTT AND
LEON COLLINS III (jointly)
6438 S WASHTENAW
CHICAGO, ILLINOIS 60629

personally known to me to be the same personS whose nameS are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary seal this 25th

day of September

A.D. 1991

19

Notary Public

My commission expires

REAL ESTATE MORTGAGE

American General Finance
2313 W. 95th Street
Chicago, IL 60649
(phone) 312 - 445-7755

DO NOT WRITE IN ABOVE SPACE

70

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

Mail to: American

GFC

2313 W. 95th St
Chicago, IL 60649
Phone 312-445-7755