

UNOFFICIAL COPY

REAL ESTATE MORTGAGE



Recording requested by: ELIZABETH ELLIOTT
 Please return to:
 858 S. RAND RD.
 LAKE ZURICH, ILL. 60047

0171111

THIS SPACE PROVIDED FOR RECORDER'S USE

91197961

NAME(S) OF ALL MORTGAGORS

DEBRA A. MAFF

-91-197961

MORTGAGE AND WARRANT TO

MORTGAGEE:

AMERICAN GENERAL FINANCE, INC.
 858 S. RAND RD.
 LAKE ZURICH, ILL. 60047

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
(4)	JUNE 9, 1991	MAY 9, 1996	8354.75

THIS MORTGAGE SECURES FUTURE ADVANCES -- MAXIMUM OUTSTANDING \$ 10,000.00
 (If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof, together with all extensions thereof) AMOUNT FINANCED: \$6257.00

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:

ALSO
 PARCEL 11,
 NON-EXCLUSIVE EASEMENT IN PERPETUITY FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT DATED JUNE 1, 1971 AND RECORDED SEPTEMBER 30, 1971 AS DOCUMENT 21618039 FROM AGNES C. SPLITT AND ROY J. SPLITT, HER HUSBAND, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 22-75604-00-3, ITS SUCCESSORS AND ASSIGNS, FOR CONSTRUCTION, INSTALLATION, OPERATION, USE AND MAINTENANCE OF A LIFT STATION INCLUDING THE INSTALLATION AND MAINTENANCE OF ALL UTILITIES AND LINES REQUIRED IN CONNECTION THEREWITH, OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTH 2096.75 FEET OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 1, TOWNSHIP 12 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, 1104.90 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST 145 FEET; THENCE NORTH 295 FEET; THENCE EAST 145 FEET; THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER, 295 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
 PERMANENT INDEX NUMBER: 02 01 302 077 1139

...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 ELIZABETH ELLIOTT (Name)
 of AMERICAN GENERAL FINANCE, INC., DEERPATH COURT, 858 S. RAND RD., LAKE ZURICH, ILL. 60047 (Address)
 013 00021 (PU 2, 5 88)

1429

91197961

91197961

UNOFFICIAL COPY

And the said Mortgagor 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 to the said Mortgagee and to deliver to them 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 \$ 50.00 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 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 their 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 seals this 25th day of

APRIL

A.D. 1991

Debra A. Mast
DEBRA A. MAST (SEAL)

Debra A. Jozwick
DEBRA A. JOZWICK (SEAL)

Ronald W. Jozwick
RONALD W. JOZWICK (SEAL)

STATE OF ILLINOIS, County of LAKE

ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that

91197961

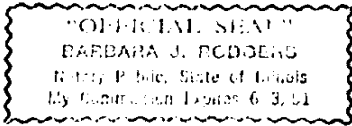
personally known to me to be the same person S whose name S subscribed to the foregoing instrument appeared before me this day in person and acknowledged that They signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the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

Given under my hand and official seal this 25th

day of APRIL A.D. 19 91

19

Barbara J. Rodgers
Notary Public



My commission expires

REAL ESTATE MORTGAGE

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

Handwritten signature/initials

01197961

AMERICAN GENERAL FINANCIAL SERVICES, INC. (Address)

This instrument prepared by [Name] and [Name] is subject to the terms and conditions of the 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.

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.

And it is further provided and agreed that in the event of default by the mortgagor in the payment of said promissory note (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 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 [XXX] and State of Illinois, hereby releasing and waiving all rights 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 30 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.

DEMAND FEATURE (if checked)

PARCEL 1:
 UNIT NO. 15-201 IN WINDYBLEN CONDOMINIUM, AS DEFINED BY A PLAN OR SURVEY OR A PORTION OF THAT PART OF THE EAST HALF OF THE SOUBRESEAU QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE WEST HALF, TARRANT, IN COOK COUNTY, ILLINOIS, WHICH PLAN OF SURVEY IS APPROVED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM COMMENSATED BY WINDYBLEN AND ON CONDOMINIUM AND DOCUMENT NO. 25609759 (THE DEVELOPMENT) EXEMPTED FROM THE LIMITED PROVISIONS OF INTEREST IN THE COMMON ELEMENTS.
 SEE ATTACHED PAGE FOR THE REST OF THE DESCRIPTION

01197961



158 S. RAND RD. LAKE ZURICH, IL 60047

Please return to:

Recording requested by: [Name]

THIS SPACE PROVIDED FOR RECORDER'S USE

REAL ESTATE MORTGAGE



UNOFFICIAL COPY

DO NOT WRITE IN ABOVE SPACE

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

Mail to:

91197961

OFFICIAL SEAL
BARBARA J. ROBERTS
Notary Public, State of Illinois
My Commission Expires 01/01/92

My commission expires

Notary Public

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 they _____ 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.

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

And said Mortgagee 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 Mortgagee 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 Mortgagee shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting their 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 Mortgagee hereunto set their hands and seals this 25th day of APRIL A.D. 1991

DEBRA A. MAST
DEBRA N. JOZWICK
RONALD W. JOZWICK

(SEAL)
(SEAL)
(SEAL)

Given under my hand and official seal this 25th day of APRIL A.D. 19 91

