Recording Requested by; Please return to:

TOWDED FOR RECORDER'S USE MAY

American General Pinance Inc. 200 West Adams Suite 1203 Chicago, IL 60606

91258785

MORTGAGEE:

NAME AND ADDRESSES OF ALL MORTGAGORS

Emily Jones 9 Widow 1339 W. 59th St. Chicago, Illinois 60636 MORTGAGE AND WARRANT TO

Mid-City Lumber & Supply Co. 3525 W. Peterson Ave. ---Chicago, III-I-nois 60659----

AMOUNT OF FIRST PAYMENT AMOUNT OF EACH PAYMENT AMOUNT OF FIRST PAYMENT DUE DATE DUE DATE EACH MONTH FINAL PAYMENT DUE DATE TOTAL OF PAYMENTS \$28,108.80 7/1/91 6/1/01 \$234.24 \$234.24 lsh \$234.24 120

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$28,108.80

Iff not contrary to law, this mortgage also secures the payment of all renewals and renewal notes bereof, together with all extensions

The Mortgagors for thems, res, their heirs, personal representatives and assigns, convey and agree to pay said contract and interest as they become due and to repay such further advances, if any, with interest as provided in the contract or contracts evidencing such advances, ALL OF THE FOLLOWING OFSCRIBED REAL ESTATE, to-wit:

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OF THE MORRIEGT IV.

TOWNSHIP 38 BOOM, RAN

OL. MERIDIAN, IN COOK COUNTY.

BEH.

T#2222

#7876

COO COT O THE BLOCK I IN JAMES U. POPDENT'S SUBCTIVISION OF THE WORTHWEST 1/4 OF THE MORE FAST 1/4 OF THE SOTUTWEST 1/4 OF SECTION 17, TOWNSTIP 38 NOWN, RANGE 14, EAST OF THE THIRD PETRCIPAL MEPTIDIAN, IN COOK COUNTY, ILLINOIS.

9425878.

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

(1) ATO(18)

DEFT-01 RECORDING

313.29

TRAN 1164 05/30/91 15:19:00 柳昭6 # 四 平一91-258783 COOK COUNTY PECOSDER

MA COMMERCIAN EXC. VIND 32 1083 SECTION OF STATE OF SECRETARY ASSOCIATION WINDLE BURNEY CEFICIAL SEAL

including the rents and profits arising or to arise from the real estate from default until the time to redeem iron any sale under judgment of foreclosure shall expire, situated in the County of Cook and State of If incis, 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 contract (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 contract in this mortgage mentioned shall thereupon, at the option of the holder of the contract, become immediately due and payable; anything herein or in said contract 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 punding 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 contract 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 sort be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying contract 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 Alex Falconer

(Name)

200 West Adams Suite 1203, Chicago, 11 60606 (Address) Illinais.



grewill in the meantime pay all taxes and assess-And the said Mortgagor further collens ments on the said premises, and will as a further security for the payment of said inceptedness keep all buildings that may at any time be upon said premises insured for fire, extended coverage, 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 it 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 all 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 eight percent and he 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, of 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 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 an ount 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 rive 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, at fall 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 Mortgagur has hereunto set her hand and seal ____ this _____ day of (SEAL) _____ (SEAL) STATE OF ILLINOIS, County of Cook I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that personally known to me to be the same person ____ ____ whose name ___ the foregoing instrument oppeared before me this day in person and acknowledged that signed, scaled and delivered said instrument as ______ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. HA COMMERION EXD. APR 25,1992 Given under my hand and _ NOTARY PUBLIC STATE OF ILLINOIS __ A.D. 19 <u>91</u> day of ___May JUAN BHORBU OFFICIAL SEAL 19 Notary Public My commission expires

ESTATE MORTGAGE

ABOVE SPACE

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NOT WR

Extra acknowledgments, \$3.50.

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five cents for each lot over three and fifty cents for long descriptions. Fee ecording ents, and