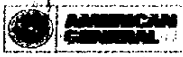


UNOFFICIAL COPY

92593820

REAL ESTATE MORTGAGE



Recording requested by:
Please return to:
American General Finance, Inc.
17820 South Halsted
P. O. Box 1456
Homewood, Illinois 60430

THIS SPACE PROVIDED FOR RECORDER'S USE
DEPT-01 RECORDING \$25.50
T4444 TRAM 4613 08/11/92 09:17:00
\$7494 # * - 92 - 593820
COOK COUNTY RECORDER

32099443

NAME(S) OF ALL MORTGAGORS
Heritage Trust Company, successor Trustee to
Heritage Bremen Bank and Trust Company as
Trustee under Trust Agreement dated 10/28/87
and known as Trust no. 87-3114
17500 Oak Park Avenue
Tinley Park, Illinois 60477

MORTGAGE
AND
WARRANT
TO

MORTGAGEE:
American General Finance, Inc.
17820 South Halsted
P. O. Box 1456
Homewood, Illinois 60430

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
120	09-10-92	08-10-02	\$18,482.40

THIS MORTGAGE SECURES FUTURE ADVANCES -- MAXIMUM OUTSTANDING \$ 100000.00
(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:

LOTS 4, 5 and 6 IN BLOCK 8 IN CROISSANT PARK MARKHAM, 8th ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

2540

More commonly known as: 15811 S Whipple Markham, IL 60426

Tax identification no: 28-13-327-004,005,006

92593820

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 a 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 Julie A Lawrence

of 17820 S Halsted POB 1456 Homewood, IL 60430 Name:

of Illinois (Address)

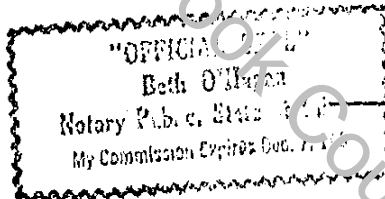
CORPORATE NOTARY

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cynthia T. Sikora and Linda Lee Lutz of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of August 19 92.



Beth O'Hagan
Notary Public

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 form purporting to 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 warranties, 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 purpose of 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 responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement 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, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Property of Cook County Clerk's Office
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DISCONTINUED