

UNOFFICIAL COPY

Chicago office to:

AMERICAN GENERAL FINANCE, INC.
2017 W. IRVING PARK RD.
HANOVER PARK, IL 60103

92631945

DEPT-01 RECORDINGS \$22.50
T#9999 TRAN 3467 08/06/92 11:27:00
R0771 # * - 92 - 2 7 1 9 4 5
COOK COUNTY RECORDER

NAME AND ADDRESSES OF ALL MORTGAGORS

BURRLE L. HUGHINS AND JOYCE D. HUGHINS, HIS WIFE,
438 SPRING SOUTH ROAD AS JOINT TENANTS
SCHLAUMBERG, IL 60193

MORTGAGEE:

AMERICAN GENERAL FINANCE, INC.
2017 W. IRVING PARK RD
HANOVER PARK, IL 60103

MORTGAGE AND WARRANT TO

NO OF PAYMENTS	AMOUNT OF FIRST PAYMENT	AMOUNT OF EACH PAYMENT	AMOUNT OF LAST PAYMENT	FIRST PAYMENT DUE DATE	DUE DATE EACH MONTH	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
120	124.21	124.21	124.21	9/06/92	06	8/06/02	14905.20

THIS MORTGAGE SECURELY ADVANCES MAXIMUM OUTSTANDING \$ 14905.20
(If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof, together with all extensions thereof) 8000.00 AMOUNT FINANCED

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

LOT 17 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE ON AN ASSUMED BEARING OF NORTH 35 DEGREES 59 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 52.67 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 21 SECONDS WEST, A DISTANCE OF 102.85 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT, BEING ON A 333.33 LOT RADIUS CURVE, THE CENTER OF CURVE OF SAID CURVE BEARS NORTH 70 DEGREES 13 MINUTES 02 SECONDS EAST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG SAID CURVE, BEING THE EASTERLY LINE OF SAID LOT 17, A DISTANCE OF 79.86 FEET, CENTRAL ANGLE 13 DEGREES 43 MINUTES 49 SECONDS, TO A POINT OF REVERSE CURVAURE; THENCE CONTINUING ALONG SAID EASTERLY LINE OF LOT 17 BEING A 359.51 FOOT RADIUS CURVE CONCAVE TO THE WEST, CENTRAL ANGLE 06 DEGREES 15 MINUTES 15 SECONDS, A DISTANCE OF 40.88 FEET TO THE POINT OF BEGINNING) IN BRANTGAR'S PLEASANT HILLS, A SUBDIVISION IN THE SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1955 AS DOCUMENT 16438945, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 438 SPRING SOUTH ROAD, SCHLAUMBERG, IL.

PERMITT TAX NO. 07-32-104-005

92631945

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 and 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 of 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 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 suit 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 LENNY SCHMITZ (Name)

2017 W. IRVING PARK, HANOVER PARK, Illinois (Address)



Handwritten number 2350

UNOFFICIAL COPY

And the said Mortgagor further covenants and agrees to and with said Mortgagee that Mortgagee shall at all times in the meantime pay all taxes and assessments on the said premises, and will use a first lien security for the payment of said mortgages, and keep all buildings that may at any time be upon said premises insured for fire, extended coverage, vandalism and malicious mischief by a reliable insurance company, up to the insurable value then of, 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 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 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 have hereunto set their hand and seal this 06 th day of

AUGUST

A.D. 19 92

[Signatures and seals of Mortgagors]

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

ROBBIE L. HUDGINS AND JOYCE D. HUDGINS, HIS WIFE, AS JOINT TENANTS

92631945

personally known to me to be the same person as whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, read 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 notarial seal this 6 th

day of AUGUST A.D. 19 92

19 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: