

UNOFFICIAL COPY

Recording requested by:

Please return to:

American General Finance, Inc.
7746 N. Milwaukee Ave.
Niles, IL 60714

92897468

THIS SPACE PROVIDED FOR RECORDER'S USE

DEPI-01 RECORDING \$23.50
TO1511 TRAM 1322 12/01/92 09:34:00
02403 # A #--92--897468
COOK COUNTY RECORDER

3202065

NAME(s) OF ALL MORTGAGORS

Bank of Ravenswood, As Trustee, Under Trust
Agreement Dated January 3, 1989 and Known as
Trust Number 25-9762

MORTGAGE
AND
WARRANT
TO

MORTGAGEE:

American General Finance, Inc.
7746 N. Milwaukee Ave
Niles, IL 60714

| NO. OF PAYMENTS | FIRST PAYMENT DUE DATE | FINAL PAYMENT DUE DATE | TOTAL OF PAYMENTS |
|-----------------|---------------------------|---------------------------|----------------------|
| 180 | 01/07/1993 | 12/07/2007 | 170176.00 |

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 175,000.00
(If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof,
together with all extensions thereof) Principal Loan Amount: 71805.50

The Mortgagors for themselves, their heirs, personal representatives and assigns, mortgage assignments to Mortgagors, 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:

Lot 28 in Block 8 In Lane Park Addition In Lakeview In
Section 20, Township 40 North, Range 14, East Of The
Third Principal Meridian, In Cook County, Ill. Indis.

PIN#: 14-20-311-031

AKA: 3408 N. Southport, Chicago, IL 60657

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First Chicago Trust Company of Illinois is the
Successor Trustee to First Chicago Bank of
Ravenswood, formerly known as Bank of Ravenswood
and all references within this document to Bank
of Ravenswood shall be deemed to mean First
Chicago Trust Company of Illinois.

DEMAND FEATURE
(If checked)

Anytime after N/A 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.

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 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 Dana T. Hodoval

(Name)

of 7746 N. Milwaukee Ave. Niles, IL 60714

(Address)

Illinois.

013-00021 (REV. 5-88)

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And the said Mortgagor further covenants and agrees to and with said Mortgagee that She will in the meantime 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 \$ 250.00 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

MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said FIRST CHICAGO TRUST COMPANY OF ILLINOIS, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said FIRST CHICAGO TRUST COMPANY OF ILLINOIS personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said FIRST CHICAGO TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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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 her hand — and seal — this 23rd day of November A.D. 1992.

Bank of Ravenswood, As Trustee, Under Trust Agreement
dated January 3, 1989 and Known as Trust (SEAL)
Number 25-9762 (SEAL)

(SEAL) Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

Martin S. Edwards

Trust Officer

Assistant Vice President (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 Mario V. Gotanco Assistant Vice President and Martin S. Edwards -Trust Officer of First Chicago Trust Company of Illinois

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

"OFFICIAL SEAL"

SILVIA MEDINA
NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 05/07/94

Given under my hand and SEAL

seal this 25th

day of

November

, A.D. 1992

, 19

Silvia Medina

Notary Public

My commission expires

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DO NOT WRITE IN ABOVE SPACE

TO

American General Finance, Inc.

Rayyan Press
7746 N. Milwaukee Ave.
Niles, IL 60714-4702

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

My Commission expires

19

Notary Public

Milwaukee, WI
A.D. 1982NOTARY PUBLIC, STATE OF ILLINOIS
SILVIA MERTZINA
and witness of the right of hammaried.I, the foregoing instrument appeared before me this day in person and acknowledged
personality known to me to be the said witness — whose name is —
and voluntary sign and seal, sealed and delivered said instrument as witness
and witness of the right of hammaried.

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CHICAGO TRUST COMPANY OF ILLINOIS
ASSISTANT VICE PRESIDENT AND SECRETARY THAT MAYO V. GOTTMAN
the undersigned, a Notary Public, in and for said County and State aforementioned do hereby certify thatSTATE OF ILLINOIS, County of Cook
William J. Kean President
(SEAL)

CHICAGO, ILLINOIS, April 25, 1982

IN WITNESS WHEREOF, the said Mortgagor — has, I, — and seal — this — day of —
in witness of said parties respectively,

And it is further mutually agreed, by and between the parties hereto, that the convenants, 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 successors of said parties respectively.

And it is further mutually agreed, by and between the parties hereto, that the covenants, agreements and provisions

herein contained shall be entered for future reference, to govern the parties hereto, notwithstanding any provision to the contrary contained in any such covenants, agreements and provisions, and in case of a breach in

any of the covenants, agreements and provisions, the party to any suit by reason of the existence of this mortgage, then or in any such cause, shall at once owe said Mortgagor the reasonable attorney's or solicitor's fees for

protection, — that is, interest in such suit, and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceeding or otherwise, and a lien is hereby given upon said premises for such fees, and in case of a breach in

any of the covenants, agreements and provisions, the party to any suit by reason of the existence of this mortgage, then or in any such cause, shall at once owe said Mortgagor the reasonable attorney's or solicitor's fees for

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