

# UNOFFICIAL COPY

Illinois

MARILYN J. COOPER

This instrument prepared by \_\_\_\_\_ (Name) \_\_\_\_\_ (Address) \_\_\_\_\_ (City, State, Zip) \_\_\_\_\_ (County) \_\_\_\_\_ (Municipality) \_\_\_\_\_ (Post Office) \_\_\_\_\_ (Telephone) \_\_\_\_\_ (Fax) \_\_\_\_\_ (E-mail) \_\_\_\_\_ (Other) \_\_\_\_\_

And it is further provided and agreed that if default 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 want 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 Mortgagee of said option or election, be immediately foreclosed, and it shall be lawful for said Mortgagee, agent or attorney, to enter into and upon said premises and to receive all rents, issues and profits thereon, 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 indebtedness 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 or of interest on said prior mortgage, the holder of such payment may pay such installment or 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.

including the rents and profits accruing 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 \_\_\_\_\_ 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 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 want 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 Mortgagee of said option or election, be immediately foreclosed, and it shall be lawful for said Mortgagee, agent or attorney, to enter into and upon said premises and to receive all rents, issues and profits thereon, 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 indebtedness accruing after foreclosure sale, the taxes and the amount found due by such decree.

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PERMANENT TAX #: 25-09-403-016  
 DEMAND FEATURE [ ] 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 60 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 accruing 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 \_\_\_\_\_ 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.

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 34839.60  
 (If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof, together with all expenses thereof)

The Mortgagee 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 with bearing each indebtedness and advances and as permitted by law, ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to wit:

NO. OF PAYMENTS	FIRST PAYMENT	FINAL PAYMENT	TOTAL OF PAYMENTS
120	3/26/90	2/26/00	34839.60

Recording requested by: \_\_\_\_\_ Please return to: \_\_\_\_\_  
 American General Finance  
 200 W. Adams, Suite 1203  
 Chicago IL 60606

NAME AND ADDRESS OF ALL MORTGAGORS  
 WILLIE E. McCain divorced and not since remarried and Ernestine McCain divorced and not since remarried  
 9947 S Yale  
 Chicago IL 60628

MORTGAGE AND WARRANT TO  
 American General Finance  
 200 W. Adams Suite 1203  
 Chicago IL 60606

MORTGAGEE: \_\_\_\_\_

THIS SPACE PROVIDED FOR RECORDER'S USE  
 92332261

UNOFFICIAL COPY

REAL ESTATE MORTGAGE

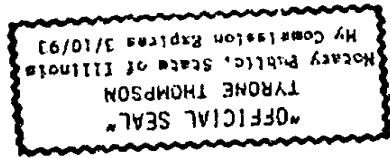
92501151

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:

My commission expires 3-10-93 19 FEBRUARY day of A.D. 19 90



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

STATE OF ILLINOIS, County of COOK, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that ERNESTINE MCCAIN DIVORCED AND NOT REMARRIED AND WILHE E MCCAIN DIVORCED AND NOT REMARRIED SINGL

In witness whereof, the said Mortgagors, the husband and wife, haveunto set their hand and seal this 19th day of FEBRUARY A.D. 19 90

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 any of the covenants or agreements herein contained, or in any such cases, said Mortgagee shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting their or in any such cases, said Mortgagee shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for 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 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 herein, that the covenants, agreements and provisions herein contained shall apply to, and as far as the law allows, be binding upon and for the benefit of the heirs, executors, administrators and assigns of said parties respectively.