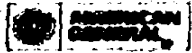


UNOFFICIAL COPY

38867

MAIL TO**REAL ESTATE MORTGAGE**

Recording requested by: **American General Finance Inc**
 Please refer to: **7155 W Belmont Ave**
Chgo IL 60634

THIS SPACE PROVIDED FOR RECORDER'S USE
94549537
 DEPT-01 RECORDING \$23.50
 T-1111 TRAN 5774 06/22/94 14:47:00
 40777 CG *-94-549537
COOK COUNTY RECORDER

LASALLE NATIONAL TRUST, N.A. Successor Trustee to

NAME(S) OF ALL MORTGAGORS
Lasalle National Bank
Trust # 1583
20-00
As trustee aforesaid and not personally

MORTGAGE AND WARRANT TO

MORTGAGEE:
American General Finance Inc
7155 W Belmont Ave
Chgo IL 60634

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
180	07/27/94	06/27/09	143478.00

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ **47571.74**
 (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:**

Lot 7 in Block 3 in the Subdivision of the West one Fourth (1/4) of Lots 11 and 12 in the school Trustees' subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, Recorded in July 26, 1906 as Document 3900264 in Book 91 of Plats, Page 43, in Cook County, Illinois.
Tax # 13-16-424-019
Commonly known as 4032 N Leamington

Recorded in Cook County Clerk's Office on **06/22/94** at **94549537**

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 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 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 **D. Sculliffio/ American General Finance Inc**
 (Name)
7155 W Belmont Chgo IL 60634
 (Address)

23.50
51

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And the said Mortgagor further covenants and agrees to and with said Mortgagee that they 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 us 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 \$ 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 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 note when it becomes due and payable it shall bear like interest with the principal of said note.

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 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 our 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 hath hereunto set their hands and seals this 21st day of June A.D. 19 94

Melvin J. Zelichivsky (SEAL)
Sandra & Daniel Lavorini (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 Melvin Zelichivsky and Sandra & Daniel Lavorini

personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed 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 21st day of June A.D. 19 94
Laura D. [Signature] Notary Public

94543537

REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

LaSalle Mt.1 Bank - TRUST # 1583

TO

American General Finance Inc

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

Mail to: American General Finance Inc.

7155 W Belmont Ave

Chgo 11 60634

EquiStar's Exoneration Policy Chart

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED JUNE 21, 1994 UNDER TRUST NO. 20-1533-01

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 20-1533-01 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay 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, all such liability, if any, being hereby expressly waived by the mortgage or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

LA SALLE NATIONAL BANK, Tr/U/Tr Number 20-1533-01 & Not Personally

ATTEST: [Signature]
ASSISTANT SECRETARY

BY: [Signature]
ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

HARRIET DENISEWICZ

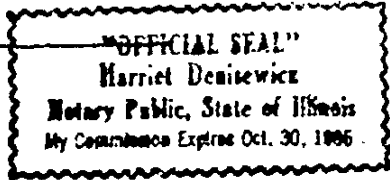
91579537

I, [Signature] Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Rosemary Collins Assistant Vice President of LA SALLE NATIONAL BANK, and William H. Dillon Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of JUNE A.D. 1994

[Signature]
Notary Public

My Commission Expires: _____



Harriet Denisewicz, Notary Public, State of Illinois

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Property of Cook County Clerk's Office