

REAL ESTATE MORTGAGE

UNOFFICIAL COPY

THIS PAGE PROVIDED FOR RECORDERS USE

Record requested by:

Please return to:

AMERICAN GENERAL FINANCIAL... CHICAGO IL 60643

MORTGAGEE: GB BROTHERS, 4182 N. ELSTON, CHICAGO IL 60618

94556533

EP 0422

NAME AND ADDRESS OF ALL MORTGAGORS:

JOHN JOHNSON AND WIFE MARY A., AS JOINT TENANTS, C/O ACP, 11850 S WESTERN, CHICAGO IL 60643

MORTGAGE AND WARRANT TO:

Table with 7 columns: NO. OF PAYMENTS, AMOUNT OF FIRST PAYMENT, AMOUNT OF EACH PAYMENT, AMOUNT OF LAST PAYMENT, FIRST PAYMENT DUE DATE, BUT DATE EACH MONTH, FINAL PAYMENT DUE DATE, TOTAL OF PAYMENTS.

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

LOT 8 IN PARKCOCK BONE AND COMPANY'S SUBDIVISION OF LOTS 2 TO 13 BOTH INCLUSIVE IN WEST NORTH AVENUE SUBDIVISION BEING A SUBDIVISION OF THE EAST 1/3 OF THE SOUTH 20 ACRES OF WEST 26.60 CHAINS OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERM TAX NO: 13-33-419-053-0000 PROPERTY ADDRESS: 4924 W CONCORD CHICAGO ILLINOIS

94556533

COOK COUNTY, ILLINOIS JUN 24 AM 11:26 94556533

OFFICIAL SEAL... JAVELLE B. MALLORY... NOTARY PUBLIC STATE OF ILLINOIS

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 obtain 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 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 nonpayment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, it shall be 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 or election, be immediately foreclosed; and the holder of this mortgage, agents or attorneys, to enter into and upon said premises and to receive all rents, issues and profits thereon, and the same when collected, after the deduction of reasonable expenses, to be applied upon the indebtedness secured hereby, and the holder, when any such suit is pending, may appoint a Receiver to collect said rents, issues and profits to be applied on the indebtedness secured hereby after foreclosure 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 shall be applied to the principal 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 breach of 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: JULIE GILL, AN AGENT OF AGE (Name) of 11850 S WESTERN CHICAGO IL 60643 Illinois.

BOX 333-CTI

ORIGINAL



UNOFFICIAL COPY

And the said Mortgagor further covenants and agrees that the said Mortgagee shall in the meantime pay all taxes and assessments on the said premises, and will also further securely for the payment of said indebtedness, have all buildings that may at any time be upon said premises insured for fire, extended coverage, 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 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 accept the proceeds of said Mortgagee 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 Mortgagee 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 Mortgagee.

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 Mortgagee'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, Mortgagee 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 (s) have hereunto set their hand and seal, this 1st day of

JUNE

A.D. 19 94

*John Johnson*  
*Mary A. Johnson*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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

JOHN JOHNSON AND WIFE MARY A, AS JOINT TENANTS

personally known to me to be the same person 33 whose name 33 subscribed to the foregoing instrument appeared before me this day in person and acknowledged that 7 he 7 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 1st day of June A.D. 19 94.

William Sullivan  
Notary Public

My commission expires



REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

TO  
American General Financial  
11560 N. Milwaukee  
Chicago, IL 60643-4784  
(Phone: 312 - 445-2800)

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

Mail to: