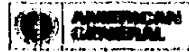


UNOFFICIAL COPY

REAL ESTATE MORTGAGE



Recording requested by: **COOK COUNTY**
 Please return to: **AMERICAN GENERAL FINANCE**
 9562 W 147TH ST
 ORLAND PARK IL 60462

THIS SPACE PROVIDED FOR RECORDER'S USE
 RECEIVED
 1994 OCT -5 PM 2:56
 94862412
 94862412

ACC 4202-51

NAME(S) OF ALL MORTGAGORS
 MIGUEL AVILA AND MARIA E AVILA
 9562 W 147TH ST
 ORLAND PARK IL 60462

MORTGAGEE:
 AMERICAN GENERAL FINANCE
 9562 W 147TH ST
 ORLAND PARK IL 60462

MORTGAGE AND WARRANT TO

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
84	11-5-94	10-5-01	16574.88

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 0-0-
 (If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes herof, 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:**

THE SOUTH 16 FEET OF LOT 25 AND (EXCEPT SOUTH 8 FEET) OF LOT 24 IN BLOCK 1 IN PAINE AND SOCKETT'S SUBDIVISION OF THE NORTH 12 ACRES OF THE SOUTH 32 ACRES OF THE SOUTH 60 ACRES OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS: 4137 S ARTESIAN, CHICAGO, ILLINOIS

PIN#19-01-215-065-0000

COOK COUNTY, ILLINOIS
 CHIEF CLERK

1994 OCT -5 PM 2:56 94862412

DEMAND FEATURE (if checked) 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 S JAROS (Name)

of AMERICAN GENERAL FINANCE { 9562 W 147TH ST, ORLAND PARK (Address)

013-00021 (REV. 5-88) (Address) **BOX 333-CTI** Illinois.

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And the said Mortgagor further covenants and agrees to and with said Mortgagee that he/she/it 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 affected, 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 \$500.00 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 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 own said Mortgagee reasonable attorney's or solicitor's fees for protecting 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/he/it herunto set THEIR hand S and seal S this 30TH day of

SEPTEMBER A.D. 19 94 Miguel Avila (SEAL)

MIGUEL AVILA (SEAL)

Maria E Avila (SEAL)

MARIA E AVILA (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

MIGUEL AVILA AND MARTA E AVILA,

personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/it 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 MY seal this 30TH

day of SEPTEMBER A.D. 19 94

19 Stephanie Lee Jaros 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: American General Finance 9562 W 147th Street P. O. Box 1130 Orland Park, IL 60462 (Phone: 708 - 349-3900)

BOX 333-CT1

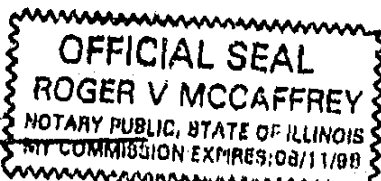
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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated October 1, 19 94 Signature: Joan Hullinger
Grantor ~~or agent~~
Joan Hullinger

Subscribed and sworn to before me by the said Grantor this 1st day of October 19 94.
Notary Public [Signature]



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated October 1, 19 94 Signature: Joan Hullinger
Grantee ~~or agent~~
Joan Hullinger

Subscribed and sworn to before me by the said Grantee this 1st day of October 19 94.
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement regarding the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded Book Court, Ill. s, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY

94862403

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16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 3014 9/90

Notary Public, State of Illinois

My Commission Expires: 12/31/95
Notary Public, State of Illinois
Anthony J. Perone
OFFICE
Notary Public

This instrument was prepared by:

My Commission Expires:

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY are personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as THEIR free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this 3rd day of August, 1994.

I, Anthony Perone, a Notary Public in and for said county and state do hereby certify that KENNETH T. KENNEDY AND CAROLINE A. KENNEDY, MARRIED TO EACH OTHER

County ss:

STATE OF ILLINOIS

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

CAROLINE A. KENNEDY

(Seal)
-Borrower

KENNETH T. KENNEDY

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [Specify]
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es).)

94862403 00850493

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FIRST CHICAGO
The First National Bank of Chicago

Full Title
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0000812588
7034 SOUTH PAULINA AVENUE
CHICAGO, IL 60636

LEGAL DESCRIPTION RIDER

LOT 15 IN BLOCK 2 IN E.O. LAM/HEPPE'S ADDITION TO ENGLEWOOD, A SUBDIVISION OF BLOCKS 1 TO 15 INCLUSIVE AND NORTH 1/2 OF BLOCK 16 IN SEA'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

94862403

REAL ESTATE TAX I.D. # : 20-19-429-032-0000

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34885403

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