

REAL ESTATE MORTGAGE

THIS SPACE PROVIDED FOR RECORDER'S USE

UNOFFICIAL COPY

94951370

Recording Requested by:
Please Return to:

AMERICAN GENERAL FINANCE
110 SO. B. WESTERN AVE.
CHICAGO, IL 60643

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94 NOV -8 AM 11:35

94951370

NAME AND ADDRESSES OF ALL MORTGAGORS

HAROLD R. MALLY AND WIFE JANET

MORTGAGE
AND
WARRANT
TO

MORTGAGEE:

C. B. BROTHERS
4382 N. ELSTON
CHICAGO, IL 60618

NO. OF PAYMENTS	AMOUNT OF FIRST PAYMENT	AMOUNT OF EACH PAYMENT	AMOUNT OF LAST PAYMENT	FIRST PAYMENT DUE DATE	DUE DATE EACH MONTH	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
36	155.45	155.45	155.45	11/20/94E	20E	10/20/97E	5596.20

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) ESTIMATE AMOUNT FINANCED 4,300.00

The Mortgagors for themselves, their heirs, personal representatives and assigns, convey and agree to pay said contract and interest as they become due and to repay such further advances, if any, with interest as provided in the contract or contracts evidencing such advances. ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

LOT 21 IN BLOCK 11 IN A. T. MCINTOSH'S CRAWFORD AVENUE ADDITION TO CHICAGO OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERM TAX NO: 19-22-219-020-0000

PROPERTY ADDRESS:

6559 S KEDVALE
CHICAGO, ILLINOIS 60629

PAID
HAVE RECEIVED
POWER TO EXECUTE
BY THE CLERK OF COOK COUNTY

94951370

OFFICIAL

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 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 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 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 contract 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 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 WILLIAM SULLIVAN

(Name)

of 4182 N. ELSTON CHICAGO, IL 60618

(Address)

Illinois



UNOFFICIAL COPY

And the said Mortgagor further agrees that he will, said Mortgagee shall in the meantime pay all taxes and assessments on the said premises, and will as 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, 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 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 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 buildings 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 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 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 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 Harold R. Mally and Janet Mally hereunto set their hand and seal this 02 day of NOVEMBER A.D. 19 94. (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

HAROLD R. MALLY & JANET MALLY

personally known to me to be the same person 5 whose name 2 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 7 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 Notary Seal seal this 2nd day of NOVEMBER A.D. 19 94. William Sullivan Notary Public.

My commission expires

94951370

REAL ESTATE MORTGAGE

DO NOT WRITE IN ABOVE SPACE

American General Finance, Inc. 1184 S. Western Chicago, IL 60643-4734 Tel: 312-445-2990 Fax: 312-445-7900

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



UNOFFICIAL COPY

TRANSFER AND ASSIGNMENT

For value received the undersigned hereby sells, transfers and assigns to American General Finance

all rights, title, interest, powers and options in, to and under that certain Mortgage executed by _____

Harold & Janet Mally on the 20 day of September, 1994
to GB Brothers Home Services

By: William Sullivan

STATE OF ILLINOIS, COUNTY OF _____

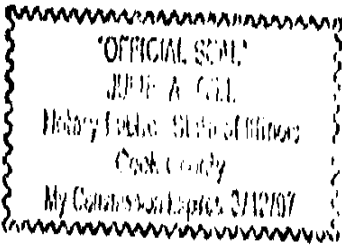
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Sullivan, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be owner

of GB Brothers Home Services, the within named bargainer, a corporation, and that he/she as such owner, being authorized so to do, executed

the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as GB Brothers Home Services

Witness my hand and Notarial Seal, at office in Cook day of October, 1994

NOTARY PUBLIC
JULIE A. GILL
NOTARY - EMERGENCY
1005 S. WILSON ST. CHICAGO, IL 60607
(312) 551-1800



Julie A. Gill
Notary Public

94951370

My Commission expires

UNOFFICIAL COPY

TEMPORARILY UNAVAILABLE

94951370

Property of Cook County Clerk's Office

American General Finance, Inc.
11844 S. Western
Chicago, IL 60643-4734
(Phone: 312 - 445-2800)
(Fax: 312 - 445-7840)

0701280