

UNOFFICIAL COPY

AMERICAN GENERAL

THE MORTGAGE

THIS SPACE PROVIDED FOR RECORDER'S USE

Recording requested by:
Please return to:

American General Finance Corp.
2313 W. 95th St.
Chicago, IL, 60643

MAIL TO

94168940

NAME(S) OF ALL MORTGAGORS

Harrison Hayes and Hattie Hayes
8534 S. Bishop
Chgo, IL, 60620

MORTGAGE
AND
WARRANT
TO

MORTGAGEE:

American General Finance Corp
2313 W. 95th St.
Chicago, IL, 60643

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
84	04/01/94	03/01/01	\$15,172.81

THIS MORTGAGE SECURES FUTURE ADVANCES. MAXIMUM OUTSTANDING \$ _____ .00
(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 Three (3) and South Eleven and One-Half (1 1/2) Feet of Lot Two (2) IN BLOCK TWO(2) IN CHARLES F. PETER'S SUBDIVISION IN SOUTH HALF OF NORTHEAST QUARTER OF SOUTH WEST QUARTER OF SOUTH WEST QUARTER AND EAST HALF OF SOUTH WEST QUARTER OF SOUTH WEST QUARTER OF SECTION THIRTY-TWO (32) TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROPERTY ADDRESS 8354 S BISHOP CHGO, IL, 60620

Perm Tax # 20-32-317-035

DEPT-01 RECORDING \$23.50
T0014 TRAN 0875 02/22/94 1:23:00
49494 * -94-168940
COOK COUNTY RECORDER

11. MANIFESTURE
(if checked)

11. Anything 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 return 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 be made in the payment of said promissory note for 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 onto 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 wherever 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 election.

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 next installment of principal or such interest and the amount to pay with legal interest thereon from the time of such payment may be added to the debt 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 the matter at the option of the owner or holder of this mortgage.

The instrument prepared by

Virginia Kotolickie
2313 W. 95th St. Chgo, IL, 60643

of
American General Finance Corp.

(Address)

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And the said Mortgagor further covenants and agrees to and with said Mortgagee that... time pay all taxes and assessments on the said premises... buildings that may at any time be upon said premises insured for fire, extended coverage and vandalism and theft... reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable... payable in case of loss to the said Mortgagee and to deliver to him 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 to pay, in the name 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 \$... favorable 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 moneys 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 and otherwise paid by said Mortgagee.

If not prohibited by law or regulation, the 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 a third party and such 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 in default in making 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 because of a breach in any of the covenants, or agreements herein contained, or in case said Mortgagee is made a party to any suit or litigation because of this mortgage, then or in any such cases, said Mortgagee shall at once use said Mortgagee reasonable attorney's and court costs 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 temporary bond 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 conditions 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... hereunto set their hands and seal... 17th day of

February

1994

Harrison Hayes
Hattie Hayes

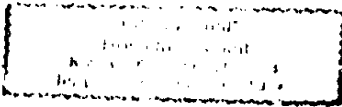
STATE OF ILLINOIS
COUNTY OF COOK
Notary Public

STATE OF ILLINOIS, County of COOK

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that

Harrison Hayes and Hattie Hayes

personally known to me to be the same persons who executed the foregoing instrument appeared before me, and they acknowledged to me that they executed, sealed, signed, read and delivered the same as their free and voluntary act, for the uses and purposes therein expressed, and with full knowledge and waiver of the right of homestead.



Given under my hand and seal, Notary

17th

day of February

1994

19

Notary Public

My commission expires

REAL ESTATE MORTGAGE

DO NOT WRITE IN THIS SPACE



10