## **UNOFFICIAL COPY**



## real estate mortgage

Recording requested by: Please return to:

AMERICAN GENERAL FINANCE

7245 W 87TH ST

7245 W 87TH ST

PRINCEVISM IL

MORTGAGEE:

NO. OF

96

**PAYMENTS** 

est fat's Upo

95452009

DEPT-01 RECORDING

125.00

- T#0012 TRAN 5150 07/12/95 14:24:00
- 44894 f JM 4-95-452009
  - **COOK COUNTY RECORDER**

AMERICAN GENERAL FIVANCE

FIRST PAYMENT

DUE DATE

MORTGAGE and Warrant

60455 BRIDGEVIEW, IL. A.G.F.

FINAL PAYMENT TOTAL OF DUE DATE **FAYMENTS** 

8/12/95 7/12/03 42,370,56

NAME(B) OF ALL MORTGAGORS

STATE BANK OF COUNTRYSIDE AS TRUSTEE

UNDER TRUST AGREEMENT DATED NOVEMBER

4, 1983 AND KNOWN AS TRUST NUMBER 017

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING &

(If not contrary to law, this mortgage also secures the payment of all runewals and renewal notes hereof, together with all extensions thereof). The Mortgagors for themselves, their heirs, personal representatives aix assigns, mortgagor and warrant to Mortgagee, to secure indebtedness in the amount of the total of payments due and payable as indicated above aix 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, ALLOS THE FOLLOWING DESCRIBED REAL ESTATE, to with

BELLINER OF THAT PART OF THE SOUTH 1544 FEET OF THE LOT 178 IN BEDFORD PARK, A NORTHWEST I 4 OF SECTION 44 TOW HIS SA TELETH, RNAGE 12 LYING NORTH OF THE SOUTH "F LAND TO FEET IN WIDTH LYING \*\*\* WEST AND ADJUINING THE RIGHT OF MAY DECREE BALLIMORE AND OH GORALLROAD EAST OF THE CERTER LINE OF ARCHER AVENUE IN GOOK COUNTY, ILLINOIS

TAX NO 18-24-114-006-0000 ADDRESS 7725 W 66TH ST ARGO, IL. 60501

If this box is checked, the following DEMAND FEATURE (Call Option) paragraph is applicable:

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 is due in full. If you fall to pay, we will have the right to exercise any rights permitted under the note, mortgage or deed of trust that seques 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

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, and all rights to retain possession of said premises after any default in or breach of any of the povenants, 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 wasts or non-payment of laxes or assessments, or neglect to produce or renew insurance, as hereinafter provided, then and in such case, the whole of said principal and interest secured by the note in the mortigage 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 containty notwithstanding and this mortigage may, without notice to said Mortigagor of said option or election, be immediately threological and it shall be lawful for said Mortigagoe, agents or afformeys, 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 secruing after foreolosure saie, the taxes and amount found due by such decree.

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| This instrument prepared by  |
| The state of the s |
| 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 or 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.  |
| And the sald Mortgager further covenants and agrees to and with said Mortgagee that  |
| If not prohibited by law or regulation, this mortgages and all sums hereby secured shall become due and payable at the option of the Mortgages and without notice to Mortgages, forthwith upon the conveyance of Mortgages's title to all or any portion of said mortated property and premises, or upon the vesting of such the latenty manner in persons or entities other than, or with, Mortgages unless the purchaser or transferse assumes secured hereby with the consent of the Mortgages.  And said Mortgages further agrees that in uses or 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 cald Mortgagor and Mortgagoe, that if default be made in the payment of said promissory note or in any part thereof, or the interest thereon, or any part thereof, when due, or in case of a breach in any of the covir-nants, or agreements herein contained, or in case said Mortgagoe is made a party to any suit by reason of the existence of this mortgago, then in any such cases, said Mortgagor shall at once owe said Mortgagoe reacountly after the solicitor's tees for protecting.  |
| interest in such sult 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 enlered 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 prices 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 heirs, executors, administrators and asrights of parties respectively.  |
| In witness whereof, the said Mortgagor. ha hereunto set hand and seal this day of  |
| July , AD 1995. 1 ( ) ( ) ( )  |
| STATE BANK OF COUNTRYSIDE (SEAL)   |
| (SEAL) THOMAS P. BOYLE, TO VICE Pres. (SEAL)   |

SUSANYL JUTZI, Trust Officer STATE-OF ILLINOIS, County of ... COOK SUSAN L. J.P.ZI, True t Officer Sonally known to me to be the same person \_\_\_\_\_ whose name personally known to me to be the same person \_\_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument apprated before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_ signed, sealed and delivered said instrument as \_\_\_\_\_ free and voluntary sot, for the uses and purposes therein set forth, including all release and waiver of the right of homestead. day of HOVE! EXOMENATION PLAUSE A.D., Given under my hand and

Notary Public My commission expires

LINDA! DILLON NOTARY PUBLIC STATE OF ILLINOIS MY CYMMISSION EXP. APR. 21,1997

This firty is name dest by hi its Bank of Countryside, not This feeta is and closed by his bank of Countrysee, nor give alless the forest as increased in the expression of the property of the expression of the property of the expression and verted in the property of the expression of expression and verted in the expression of expression and expression of expression and expression of the expre prise to a both historian in the control both moved, and the fore receiving on this feets of a time technique. Ben teinega eiches ed bur, grempig all bei beite Agenes nich Got of the property of the property of the point of the property of the proper but on the policy of a construction of the con and a constituent and their or light the sale of other dispusition increal.

anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust properly specifically described herein, and this instrument is executed and delivered by said Truston. not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, of said Trustee, 17 apy, being expressly waived and released. July , A.D. 1995 12 stay of \_\_ DATED. This STATE PANY OF COUNTRYSIDE under Musiki No seas. A 16 State Bant of Countryside, not be a contraction of abstracts, in the exercise of all the country of an analyse start of while its pullstrate upon and vestil in the contract of the contract o but year a many time of court and man to so actioned an there is done a strong which to an inteller is all as thoughy they be per than the ty or any missent that may account here. mean of view agreeds, it and, bond expressly warreds, One that my recovery became flate or on the Mortratte pl on to scour, it is greent want to come against and out if the property descript in such the strains by enforcement of the providing contain of in said the tight and frote STATE OF ILLINOIS But this water in the wat all of the periods he Loss one warm we in the was the entry process of the appeal the control of the following the such angline and such some whose there is that the such appeals appeal the control of this test me, this for same appeals the control of this test that the test specialist to so COUNTY OF COOK Cart property the quant probit around from the the State aforesaid, DO HEREBY FEBRURY of CHINA THE SUCKNILL JUTAL TRUST CHICAGO THE PROCESSION OF CHINA THE BANK OF CHINA THE SUCKNILL JUTAL TRUST CHICAGO TO VICE-President of THOMAS P. BOYLE, Sr. V.C. Puis Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instru-Secretary Turpestively. Vice-President and ment as such appeared before me this day in person and acknowledged that they signed and delivered the 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 the Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the 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 \_

It is expressly understood and agreed by and between the parties hereto.

OFFICIAL SEAL LINDA J DILLON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION BXP, APR. 21,1997 Anda J. Dillo

95452009

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Property of Cook County Clerk's Office