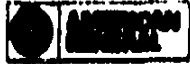


ORDER NO 89441521

# UNOFFICIAL COPY



## REAL ESTATE MORTGAGE

Recording requested by:  
Please return to:

95452009

AMERICAN GENERAL FINANCE

7245 W 87TH ST

BRIDGEVIEW, IL 60455

MORTGAGEE:

59441521

AMERICAN GENERAL FINANCE

7245 W 87TH ST

BRIDGEVIEW, IL 60455

DEPT-01 RECORDING \$25.00  
T00012 TRAN 5150 07/12/95 14:24:00  
#4894 & JM \*-95-452009  
COOK COUNTY RECORDER

Recorder's Use

MORTGAGE AND WARRANT TO

NAME(S) OF ALL MORTGAGORS

STATE BANK OF COUNTRYSIDE AS TRUSTEE  
UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1983 AND KNOWN AS TRUST NUMBER 017

252

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
96	8/12/95	7/12/03	42,370.56

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ NONE

(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, mortgagor and warrant to Mortgages, 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 170 IN BEDFORD PARK, A SUBDIVISION OF THAT PART OF THE SOUTH 1544 FEET OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 LYING NORTH OF THE SOUTH 30 FEET OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, LAND 20 FEET IN WIDTH LYING WEST AND ADJOINING THE RIGHT OF WAY OF THE BALTIMORE AND OHIO RAILROAD EAST OF THE CENTER LINE OF ARCHER AVENUE IN COOK COUNTY, ILLINOIS

TAX NO 18-24-114-006-0000  
ADDRESS 7725 W 66TH ST  
ARCO, 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 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 rights 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 amount found due by such decree.

# BOX 333-CTT

95452009



# UNOFFICIAL COPY

It is expressly understood and agreed by and between the parties hereto, 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 Trustee, 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, if any, being expressly waived and released.

DATED, This 11 day of July, A.D. 1995.

ATTEST:

Thomas P. Boyle as Trustee under Trust No. 017 of State Bank of Countryside, not a member of the Illinois State Bank of Countryside, and vested in the State Bank of Countryside, Illinois, and agreed by and between the undersigned and the State Bank of Countryside, Illinois, and the undersigned, that they hereby agreed to execute and deliver this 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 said 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.

STATE OF ILLINOIS }  
 COUNTY OF Cook } SS.

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, DO HEREBY CERTIFY that SUSAN L. JUTZ, Trust Officer Vice-President of STATE BANK OF COUNTRYSIDE and THOMAS P. BOYLE, Sr. Vice Pres. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary respectively, 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 said 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 11 day of July, 1995

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

Linda J. Dillon  
 Notary Public

95452009

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