

# UNOFFICIAL COPY

REAL ESTATE MORTGAGE



**Mail TO**  
Recording requested by  
Please return to:



**AMERICAN GENERAL FINANCE, INC.**  
6025 W. CERMAK ROAD  
CICERO, IL 60650  
PHONE 708 656-7878

THIS SPACE PROVIDED FOR RECORDER'S USE

95061314

DEPT-01 RECORDING

TRAIL 4900 01/26/95 12:20:00  
COOK COUNTY RECORDER

**NAME(S) OF ALL MORTGAGORS**

**CHARLENE R. STOCKI, DIVORCED & NOT SINCE REMARRIED.**  
6600 S. BRAINARD (UNIT 307)  
COUNTRYSIDE, IL. 60525

**MORTGAGE AND WARRANT TO**

**MORTGAGEE:**

**AMERICAN GENERAL FINANCE INC.**  
6025 W. CERMAK RD.  
CICERO, IL. 60650

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
60	02/28/95	01/30/2000	\$15080.40

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 hereof) **PRINCIPAL AMOUNT OF LOAN IS \$ 9647.92**

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:**

UNIT NUMBER 307 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCE OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCE). THAT PART OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, 1131.14 FEET NORTH OF THE SOUTH EAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20, THENCE WESTERLY ALONG A LINE AT RIGHT ANGLES TO THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 20, A DISTANCE OF 26.99 FEET TO THE PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 72.07 FEET, TO A POINT; THENCE SOUTHERLY ALONG A LINE 99.06 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 230.05 FEET TO A POINT, THENCE EASTERLY ALONG A LINE (AT RIGHT ANGLES TO THE LAST DESCRIBED LIEN), A DISTANCE OF 72.07 FEET, TO A POINT, SAID POINT BEING 26.99 FEET WEST OF THE EAST LINE OF SAID NORTH EAST 1/4; THENCE NORTHERLY ALONG A LINE 26.99 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4 A DISTANCE OF 23.05 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE O'HARE INTERNATIONAL BANK, A NATIONAL BAKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1969 AND KNOWN AS TRUST NUMBER 69.L-107 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS DOCUMENT NO. 21920034, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN HTE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, MADE BY O'HARE INTERNATIONAL BANK, A NATIONAL BAKING ASSOCIATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED FEBRUARY 28, 1969 AND KNOWN AS TRUST NUMBER 69.L-107, DATED MAY 31, 1972 AND RECORDED JUNE 6, 1972, AS DOCUMENT 21928035 FOR INGRESS AND EGRESS, AND RECREATIONAL FACILITIES AS SET FORTH IN DEED MADE BY O'HARE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1969 AND KNOWN AS TRUST NUMBER 69.L-107 TO RICHARD JISUTA AND DONNA PERNA DATED JUNE 21, 1972 AND RECORDED JULY 19, 1972 AS DOCUMENT 21981105, IN COOK COUNTY, ILLINOIS.

TAX# 18 20 201 028 1031 ADDRESS- 6600 S. BRAINARD UNIT 307 COUNTRYSIDE, IL. 60525

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And the said Mortgagor further covenants and agrees to and with said Mortgagee that MORTGAGOR'S 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 a.g.f. 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 \$ .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 owe said Mortgagee reasonable attorney's or solicitor's fees for protecting MORTGAGOR'S 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 that hereto set my hand and seal on this 24TH day of

JANUARY

A.D. 19 95

Charlene R. Stocki

(SEAL)

CHARLENE R. STOCKI

(SEAL)

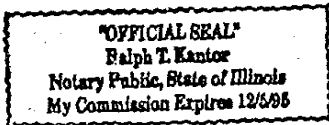
(SEAL)

(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 CHARLENE R. STOCKI, DIVORCED & NOT SINCE REMARRIED.

personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her 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 NOTORIAL

seal this 24TH

day of JANUARY

A.D. 19 95

19

Ralph T. Kantor

Notary Public

My commission expires

REAL ESTATE MORTGAGE

87019056

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:

# UNOFFICIAL COPY

10/26/08

6025 W. GERMAR... (Address) 6025 W. GERMAR... (Address)

AMERICAN GENERAL FINANCE INC.

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 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 the 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 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 instrument 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 Mortgagee or said option in effect, be immediately foreclosed, and it shall be lawful for said Mortgagee, agents or attorneys, to enter into and upon and 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.

including the rents and profits arising or to arise from the real estate from default until the time to redeem from a 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 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 instrument 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 Mortgagee or said option in effect, be immediately foreclosed, and it shall be lawful for said Mortgagee, agents or attorneys, to enter into and upon and 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.

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, there will be no prepayment penalty. Anytime after 0/0 years (if checked) from the date of this loan we can demand the full balance and

95061314

COOK COUNTY CLERK'S OFFICE

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REAL ESTATE MORTGAGE

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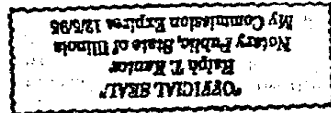
Recording Fee \$3.50. Extra acknowledgments, fifteen cents, and five cents for each lot over three and fifty cents for long descriptions.

Mail to:

TO

My commission expires

19



JANUARY

A.D. 1995

Given under my hand and NOTORIAL

and this 27TH

and waiver of the right of homestead... personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and acknowledged said instrument as her own and voluntary act, for the uses and purposes therein set forth, including the release

DIVORCED & NOT SINCE REMARRIED. STATE OF ILLINOIS, County of COOK

Mortgage

(SEAL) CHARLENE R. STOCKI (SEAL) (SEAL)

A.D. 1995

JANUARY

CHARLENE R. STOCKI

and seal on this 27TH

In witness whereof, the said Mortgagor that hereunto set my hand and seal on this day of

And it is further 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.

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AND THE SAID MORTGAGOR FURTHER COVENANTS AND AGREES TO AND WITH SAID MORTGAGEE THAT MORTGAGOR'S WILL IN THE MEAN TIME 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 S.G.F. 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 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 \$ 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 buildings 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 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 Mortgagee. 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 Mortgagee forthwith upon the conveyance of Mortgagee'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, Mortgagee unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the Mortgagee. And said Mortgagee 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 Mortgagee and Mortgagee, that if default be made in the payment of said promissory note or in any of them or any part thereof, or in 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 Mortgagee shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting MORTGAGEE'S 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 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.