



UNOFFICIAL COPY

REAL ESTATE MORTGAGE



Recording required by
Please return to:

American General Finance
3133 N. Central Ave.
Chicago, Illinois 60630

THIS SPACE PROVIDED FOR RECORDER'S USE

DEPT-01 RECORDING 623 50
180098 TRAN 6358 02.06/75 10 50.04
#9417 # DC # 25-085740
COOK COUNTY RECORDER

NAME(S) OF ALL MORTGAGORS

Thomas J. Hayes
& wife Linda A. Hayes
as joint tenants

MORTGAGE
AND
WARRANT
TO

MORTGAGEE

American General Finance
3133 N. Central
Chicago, Illinois 60630

NO. OF PAYMENTS	FIRST PAYMENT DUE DATE	FINAL PAYMENT DUE DATE	TOTAL OF PAYMENTS
72	2/25/75	1/25/01	18666.72

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 11952.03

The maximum amount of any future advances shall be the amount of any advances and interest thereon together with all expenses thereon.

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 the indebtedness and advances and as permitted by law. ALL OF THE FOLLOWING DESCRIBED REAL ESTATE IS:

LOT 57 IN CALIFORNIA WYNISWICK RESIDENCE SUBDIVISION OF BLOCK 56 IN THE VILLAGE OF JEFFERSON IN SECTION 12, TOWNSHIP 43 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Perm. Tax No.: 13-16-101-018-0000

Address: 4760 N. Linden Chicago 60630 95085740

DEMAND FEATURE - 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 the demand is due. If you fail to pay, we will have the right to exercise any rights permitted under the 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 thereon, there will be no prepayment penalty.

Notwithstanding to whomsoever the title to the real estate from default until the time to redeem from any sale under judgment of the court, the mortgagors, their heirs, personal representatives and assigns, and State of Illinois, hereby releasing and waiving all rights under and benefits of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said real estate after any default in or breach of any of the covenants, agreements, or provisions herein contained.

And it is further provided and agreed that the debt to be made in the payment of said promissory note (or any of them) or any part thereof shall be a first lien in priority to any other lien, claim, or charge of whatsoever nature, including taxes or assessments, or neglect to pay taxes or assessments, or any other lien, claim, or charge, the whole of said principal and interest secured by the note in this mortgage, and the amount of said debt, together with the interest thereon, to become immediately due and payable anything herein to the contrary notwithstanding, and that the amount outstanding and this mortgage may without notice to said Mortgagor of said debt shall be a first lien in priority to any other lien, claim, or charge, the whole of said principal and interest secured by the note in 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 be due and payable at any time thereafter at the sole option of the owner of said real estate.

If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should a default be made in the payment of any installment of principal or interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or interest on said prior mortgage and the amount of said 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 be due and payable at any time thereafter at the sole option of the owner of said real estate.

By Mortgagee: Bill Massey
By Mortgagors: _____
American General Finance / 3133 N. Central, Chicago, Illinois 60634
Illinois
01-0000 (REC-5) (Address)

235/228

