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TE MORTGAGE

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AMERICAN GENERAL FINANCE 316 N. LAKE ST UNIT 1

MORTEAGEE:

NO, OF

PAYMENTS

AMERICAN GENERAL FINANCE 316 N. LAKE ST LNJR 1 AURORA IL 60506

FIRST PAYMENT

DUE DATE

MORTGAGE AND WARRANT

FINAL PAYMENT TOTAL OF

TO ...

PAYMENTS

05/26/95 1 04/26/02 2:899.68 DEPT-01 RECORDING to Manual to the

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CODK COUNTY! RECORDER Williams

NAME(S) OF ALL MORTGAGORS (Compound Selection May 200

HERBERT G. ELLIS AND MARY L. ELLIS HUSBAND AND WIFE IN JOINT TENANCY 316 N. LAKE ST UNIT 1 Materials to make a state

AURORA; IL 60506 of the relation and refer the talk and the real out of the fire real places and the

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$

DUE DATE

(If not contrary to law, this mortgage also secures the payment of all renameds and renewal, notes, hereof, together with all extensions thereof) The Montgagors for themselves, their heirs, personal representatives and assigns, montgagor and warrant to Montgagee, 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 data herewith and tuture advances, if any, not to exceed the maximum outstanding amount chosen above, together with interest and charges as provided in the note or notes evidencing such indebtedness and advances and as permitted by tax. OF THE FOLLOWING DESCRIBED REAL ESTATE, to wit:

LOT 36 IN HEATHER HILL, INC.'S FOURTH ADDITION TO HEATHER HILL, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO COMMONLY KNOWN AS 3025 LAWRENCE CRESCENT, FLOSS MOOR, TL 60433 PIN#31-12-315-020

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 account to the day we make the demand. If we elect to exercise this option you will be given written notice of election at least 60 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 dead 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 toreclosure 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 laxes 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 rote; 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 Mortgage of said option or election, be immediately foreclosed; and it shall be lawful for said Mortgage, agents or alterneys, to enter into and upon said premises and profits the eduction 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.

013-00021 (NEV. 1-5-96)

UNOFFICIAL COPY

This instrument propered by MARIA A, SAINTJEERAL PENANCE 316 N. LAKE ST UNIT 1 AURORA, 11, 60506 If this mortgage is subject and subordinate to another mortgage, it is haroby expressly agreed that should any default be made in the property of any installment of principle of control and principle and property of any installment of principle of control and principle and property of the subject		MARIA A						
Hithis mortigage is subject and subordinate to another mortigage, 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 mortigage, but the time of the amount op paid with logal interest on said prior mortigage, but the subordinate of the mortigage and the accompanying note shall be desired to be secured by this mortigage, and it is before the substance of the su	13751551011 316 N. T.S.	والمناه والمستحدين والمستحدين والمستحدد والمستحدد		<u>eral</u>		of _1	MERICAN GENERAL	
Asyment of any instalment of principal or of inferest on said prior mortgage, the holder of this mortgage and the success that with high eliments thereof from the time of such payment may be added to the indebledenses secured by this mortgage, and the accompanying note shall be deemed to be secured by this mortgage, and it is further exprectly agreed that in the event of solidard provided by such that the provided of the solidard provided by such that the provided by the pr	PINANCE 310 N. LAI	ke st un	IT 1 NURC)RA, 11, 60	506 •	aranama da anama da	Ulinols.	
And the seld Mortgagor further covenants and agrees to and with seld Mortgagor that Liney will in the mentitime poil interes and assessments on the seld greenizes, and file as a further security for the governed of said indebtodress keep all buildings that may any time be upon said premises instend for the, extended coverage and vandatism and malicious relistful in came reliable company, up to the number value thereof, or up the amount remaining unpaid of the said indebtodress by suitable policies, people in case of loss to the said Mortgagoe and to deliber to a service definition of the said Mortgagoe shall have the right to collect, receive and an extended control of the number of said Mortgagoe shall have the right to collect, receive and concept, in the name of said Mortgagoe shall have the right to collect, so may use the same in repeting or reburding use to them, and apply the same less \$5,00,00. If no many secured hereby, or in case said Mortgagoe shall be elect, so may use the same in repeting or reburding such buildings or any of the same of said Mortgagoe and the said said for the same of said Mortgagoe and the said of said forting or the same in secured hereby, and shall be extended the said of the said of said forting or the said of said forting or reburding said to the concept of the said of said forting or reburding said to the said of the said of said forting or reburding said to the said of the said of said said said to the said of the said of said said said said to the said of the said of said said said said said said said said	eayment of any installment of such interest and the amount a nortgage and the accompanyl default or should any suit be co shall become and be due and p	principal or o to paid with hing note shall ommenced to payable at an	of interest on a egal interest the be deemed to o foreclose sain ny time theroat	sald prior mortg hereon from the o be secured by id prior mortgag iter at the sole o	age, the holder time of such part this mortgage, e, then the amo ption of the own	r of this mortgage r ayment may be add , and it is further ex ount secured by thi ner or holder of this	nay pay each installment of phi led to the indebledness secure precely agreed that in the event s mongage and the accompany mongage.	icipal or by this of such ing note
Mortgages and without notice to Mortgager to thrwith upon the conveyance of Mortgagers the to all of any portion of said infortate properly an essumes secured hereby with the consent of the Mortgager in the payment of the interest on said note when it becomes due and payable it she bear like influents with the principal of said note. And seld Mortgagor further agrees that in case of default in the payment of the interest on said note when it becomes due and payable it she bear like influents with the principal of said note. And it is further expressly agreed by and between said Mortgagor and Mortgages, that if default be made in the payment of said promissory note or in any part thereof, or the interest there on, or any part thereof, when due, or in case of a breach in any of the covenants, agreements herein contained, or in case said Mortgages is in a pay the payment of a said Mortgagor shall all once owe said Mortgages reasonable attorneys or solicitor's fees for protecting THETR interests in such suit and for the collection of the amount due and secred by this mortgage, whether by focusine proceedings or otherwise, and lien is hereby given upon said premises for such fees, and in case of straclosure hereof, a decree shall be entered for such reasonable feet together with whethere of the indebaleness may be due and secred hereby. And it is further mutually understood and agreed, by and between the cardes hereby the strategies of the said Mortgagor. In a warm of the payment of the heirs, executors, administrators and assigns said parties respectively. In witness whereof, the said Mortgagor. In and for said County and State aforesaid, do hereby certify that MERPERT G. ELLIS (SEAL) April (ADA) 1995. (SEAL) (SEAL) (SEAL) Which is a subscribed to the foregoing instrument apparent before me to day in person and exhovirely that the payment of the night of homesteand. Given under my hand and THEIR seal this, including all release and waiver of the night of homesteand. Mortgay Public Mortgay Public Mortgay	any time be upon said premise nsurable value thereof, or up said Mortgagee and to delive renewal certificates therefor; as any and all money the may be buildings or any of them, and re- of the money secured hereby, refusal or neglect of said later maxes, and all monles thus pr	es insured to the amount or to 112 nd said Morte ecome payal apply the san or in case sa pagor thus to id shall be	or tire, extending unpages shall hable and collection leas \$ 10 Mortgages of insure or desecuted hereby	ed coverage and paid of the sail we the right to clable upon any 500,00 shall so elect, sufficer such policity, and shall be	d vancaism ar id indebtednes all collect, receive is such policies o re o may use the ies, or to pay t ear interest at t	no malicious mischings by sultable policies of insurant and receipt, in the roof insurance by real asonable expenses same in repairing of taxes, sald Mortgagithe rate stated in the	et in some tenaum company, or cles, payable in case of lost to thereon, as soon as effected name of said Mortgagor or other son of damage to or destruction in obtaining such money in sal r rebuilding such building and in the may procure such insurance the promissory note and be pai	to the to the , and all wise; for of said infaction a case of or pay
And it is further expressly agreed by and between aid Mortgagor and Mortgages, that it default be made in the payment of sal 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 covenants, cargerements herein contained, or in case said Mortgage is not a party to any suit by reason of the existence of this mortgage, then or in an such cases, said Mortgagor shall at once owe said Mortgage reasoneths attorney sor solicitor's tees for protecting THETR anterest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceedings or otherwise, and lies is hereby given upon said premises for such frees, and in case of "saclosure hereof, a decree shell be entered for such reasonable feet orgether with whatever other indebtedness may be due and secured hereby. And it is further mutually understood and agreed, by and between the carries herelo, that the covenants, agreements and provisions herelorational shall apply to, and, as far as the faw allows, be binding upon and be for the behalf of the heirs, executors, administrators and assigns of said parties respectively. In witness whereof, the said Mortgagor is he we hereunto set the inhands and seal is this 21st day of April (SEAL) STATE OF ILLINOIS, County of COOK ss. I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that HERBERT G. ELLIS (SEAL) WARRY I., ELLIS (SEAL) MARRY I., ELLIS (SEAL)	If not prohibited by law Morigages and without notice premises, or upon the vesting assumes secured hereby with And seld Morigagor furth	or regulation to Mortgans of such the the the the the consent of agrees the consent of agree	n, this mertge r forthwith upo in any manne of ne Madgag at in case of d	agee and all su on the conveyar er in persons or les.	ms hereby sec nce of Morigage entitles other t	cured shall become or's title to all or an than, or with, Mortg	e dun and payable at the option by portion of sald mortared propagor unless the purchaser or tr	eny and ansieree
In witness whereof, the said Mortgagor s. ha ve hereunto set the inands. and seal s. this 21st day of April .A.D. 1995. April .A.D. 1995	promissory note or in any par agreements herein contained, such cases, said Mortgagor sh interest in such sult and for the lien is hereby given upon sai together with whatever other in And It is further mutually	t thereof, or it, or in case s all at once of a collection of d premises f andebtedness understood	the interest the said Mortgage we said Mortgage of the amount of the amount of such fees, may be due at and agreed.	ereon, or any pereon, or any parage recisoned; the and secured here by and between	art thereof, whith to any suit to any suit to a attorney's or a life y this mortgan for closure heads.	en due, or in case by reason of the ex solicitor's fees for p ge, whether by fore reof, a decree sha reto, that the cover	of a breach in any of the cover istence of this mortgage, then crotecting	nants, or or in any se, and a ble fees, ns herein
April (SEAL) (SEAL) MARY I., ELLIS (SEAL) STATE OF ILLINOIS, County of COOK ss. I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that MARY II. ELLIS personally known to me to be the same persons whose names subscribed to the foregoing instrument appared before me to day in person and acknowledged that the value of signed, sealed and delivered said instrument as itheir and voluntary act, for the uses and purposes therein set forth, including all release and waiver of the right of homestead. Given under my hand and THEIR seal this 21ST day of APRIL. A.D., 1995. Maria A. Saittieral Notary Public States and Notar		-1-4 844	rs hav	e hereunio s	et troe i mand	and seal s	this 21st day of	
STATE OF ILLINOIS, County of COOK ss. I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that MARY States MARY States and personally known to me to be the same personal whose names subscribed to the foregoing instrument as inheir for and voluntary act, for the uses and purposes therein set forth, including all release and waiver of the right of homestead. Given under my hand and THEIR seal this 21ST day of APRIL A.D., 1995. Motary Public States and Maria A. Saltijers! Notary Public States and Maria A. Saltijers!	said parties respectively.	ansonom die				22.00 12.00 17.10 07.00 10.		
STATE OF ILLINOIS, County of COOK ss. I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that MARY States MARY States and personally known to me to be the same personal whose names subscribed to the foreign instrument as inheir for and voluntary act, for the uses and purposes therein set forth, including all release and waiver of the right of homestead. Given under my hand and THEIR seal this 21ST day of APRIL A.D., 1995 Motary Public States and Maria A. Saltijers! Notary Public States and Maria A. Saltijers!	said parties respectively. In witness whereof, the sa							
I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that MARY STATES personally known to me to be the same persons whose names subscribed to the foregoing instrument appared before me to the foregoing instrument appared before me to signed, sealed and delivered said instrument as inheir for and voluntary act, for the uses and purposes therein set forth, including all release and waiver of the right of homestead. Given under my hand and THEIR seal this 21ST day of APRIL A.D., 1995 Mortary Public Maria A. Saittigers! Notary Public State of the same persons whose names subscribed to the foregoing instrument appared before me to the foregoing instrument appared to the foregoing instrument appare	aid parties respectively. In witness whereof, the se				17 mi	20.0	0.	
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My commission expires Maria A. Saitijeral Notary Public State Commission Notary Public Stat	In witness whereof, the standard parties respectively. April HERBERT G. EL STATE OF ILLINOIS, County I, the undersigned, a Note personally known to me to be day in person and acknowle and voluntary act, for the use	of COC ary Public, in the same p dged that s and purpos	and for said Cersons the	(SEAL) County and State whose name	ss, aforesaid, do l essub igned, sealed i all release and	hereby certify that scribed to the foreg and delivered said waiver of the right of	HERBERT CLELIS oing instrument upared before instrument as tipeir of homestead.	(SEAL
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PERSONAL PROPERTY MANIFEST AND A STOCKED AND	In witness whereof, the se April HERBERT G, EL STATE OF ILLINOIS, County I, the undersigned, a Note personally known to me to be day in person and acknowle and voluntary act, for the use. Given under my hand and Notary Public	of Cooper Public, in the same pudged that and purpose THEI	and for said Cersons the	(SEAL) (SEAL) County and State whose name by state forth, including	ss, aforesaid, do los sub igned, sealed i all release and 3 21ST	hereby certify that scribed to the foregand delivered said waiver of the right day of APRI	HERBERT CLELIS oing instrument upared before instrument as tipeir of homestead.	(SEAL