

# UNOFFICIAL COPY

AMERICAN GENERAL

## REAL ESTATE MORTGAGE

Recording requested by:  
Please return to:

American General Finance

7746 N. Milwaukee Ave

NILEB, IL 60714

96331599



Recorder's Use

NAME(S) OF ALL MORTGAGORS SHERYL ALLEYA		MORTGAGE AND WARRANT TO	MORTGAGEE: AMERICAN GENERAL FINANCE 7746 N. MILWAUKEE AVE. NILEB, IL 60714	
NUMBER OF PAYMENTS 60	FIRST PAYMENT DUE DATE 05/22/96	FINAL PAYMENT DUE DATE 04/22/01	TOTAL OF PAYMENTS 17113.80	

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 11,602.29  
 (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, 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:

SEE ATTACHED FORMS

96331599

DEPT-01 RECORDING 629.50  
 70014 TRAN 4658 05/02/96 08:22:00  
 8799 JW 96-331599  
 COOK COUNTY RECORDER

DEMAND FEATURE   
 (if term is 60 months or more)

If checked, on or after 60 months 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.

Handwritten signature or initials, possibly "7950".

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This instrument prepared by HARRIET FAULKNER of 7746 N. MILWAUKEE AVE.  
(Name) (Address)  
NILOS Illinois.

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 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 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 said Mortgagor further covenants and agrees to and with said Mortgagee that she 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 Mortgagor and to deliver to said Mortgagee all policies of insurance thereon, as soon as effected, and all renewal certificates therefor; and said Mortgagor 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 \$ any reasonable expenses in obtaining such money in satisfaction of the money secured hereby, or in case said Mortgagor shall so elect, so 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 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 to 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 Mortgagor and without notice to Mortgagee 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 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 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 Mortgagor is made a party to any suit by reason of the existence of this mortgage, then or in any such case, said Mortgagor shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting 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 for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In witness whereof, the said Mortgagor has hereunto set her hand and seal this 17th day of April

A.D. 1996

Sheryl G. Alleya (SEAL) (SEAL)  
(SEAL) (SEAL)

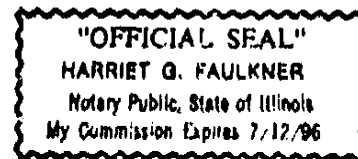
STATE OF ILLINOIS, County of Cook ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Sheryl G. Alleya personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as a free 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 notarial seal this 17th day of April, A.D. 1996.

Harriet G. Faulkner  
Notary Public

My commission expires: 7/12/96



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D. LEGAL DESCRIPTION: **UNOFFICIAL COPY**

PARCEL 1:

UNIT NUMBER 153 "D" IN THE CASTILIAN COURTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25378419 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS PARCEL 2:

THAT PART OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES, 05 MINUTES, 00 SECONDS EAST, A DISTANCE OF 489.98 FEET; THENCE SOUTH 37 DEGREES, 55 MINUTES EAST, A DISTANCE OF 857.12 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE SOUTH 35 DEGREES, 09 MINUTES, 19 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 230.34 FEET; THENCE SOUTH 54 DEGREES, 50 MINUTES, 41 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.0 FEET; THENCE SOUTH 35 DEGREES, 09 MINUTES, 19 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 75.0 FEET TO A POINT OF BEGINNING OF THE HEREINDESCRIBED TRACT OF LAND; THENCE CONTINUING SOUTH 35 DEGREES, 09 MINUTES, 19 SECONDS WEST ALONG SAID LAST DESCRIBED NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 366.66 FEET TO THE NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT 20979055; THENCE NORTH 37 DEGREES, 50 MINUTES, 10 SECONDS WEST ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 90.0 FEET; THENCE NORTH 42 DEGREES, 29 MINUTES, 41 SECONDS WEST CONTINUING ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 471.30 FEET TO A POINT, SAID POINT BEING 192.01 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID NORTHERLY LINE OF MILWAUKEE AVENUE WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AS MEASURED ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 82 DEGREES, 55 MINUTES EAST, A DISTANCE OF 534.48 FEET; THENCE SOUTH 07 DEGREES, 05 MINUTES WEST, A DISTANCE OF 12.06 FEET; THENCE SOUTH 54 DEGREES, 50 MINUTES 41 SECONDS EAST, A DISTANCE OF 69.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

CONTINUED

PERMANENT INDEX NUMBER: 04-12-200-020-1075

BORROWER'S NAME: ALLEYA, SHIRYL  
1026 CASTILLIAN COURT UNIT 100  
GLENVIEW, IL

LEGAL V7

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RADIUS OF 137.50 FEET, AN ARC LENGTH OF 152.86 FEET (THE CHORD OF SAID ARC BEARS SOUTH 59 DEGREES, 45 MINUTES, 56 SECONDS WEST, 218.70 FEET) TO A POINT; THENCE SOUTH 50 DEGREES, 26 MINUTES, 45 SECONDS WEST, A DISTANCE OF 42.89 FEET TO A POINT ALONG THE NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT NO. 20979865; THENCE NORTH 39 DEGREES, 33 MINUTES, 15 SECONDS WEST ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 184.40 FEET; THENCE NORTH 52 DEGREES, 05 MINUTES EAST, A DISTANCE OF 21.59 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

TOGETHER WITH

THAT PART OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES, 05 MINUTES, 00 SECONDS EAST, A DISTANCE OF 489.98 FEET; THENCE SOUTH 37 DEGREES, 55 MINUTES EAST, A DISTANCE OF 464.86 FEET; THENCE SOUTH 52 DEGREES, 05 MINUTES WEST, A DISTANCE OF 78.12 FEET; THENCE SOUTH 07 DEGREES, 05 MINUTES WEST, A DISTANCE OF 112.59 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 82.50 FEET; THENCE SOUTH 07 DEGREES, 05 MINUTES WEST, 147.78 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 80.0 FEET; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 85.0 FEET; THENCE NORTH 82 DEGREES, 05 MINUTES WEST, A DISTANCE OF 211.96 FEET TO A POINT FOR A POINT OF BEGINNING OF THE HERRIN DESCRIBED TRACT OF LAND; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 309.40 FEET; THENCE NORTH 56 DEGREES, 28 MINUTES, 21 SECONDS WEST, A DISTANCE OF 30.61 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEXED TO THE NORTH WEST HAVING A RADIUS OF 72.50 FEET, AN ARC LENGTH OF 33.46 FEET (THE CHORD OF SAID LAST DESCRIBED CURVED LINE BEARING SOUTH 20 DEGREES, 18 MINUTES, 20 SECONDS WEST, 33.16 FEET); THENCE SOUTH 07 DEGREES, 05 MINUTES WEST ALONG A LINE BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, A DISTANCE OF 192.93 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEXED TO THE SOUTH EAST HAVING A RADIUS OF 152.50 FEET, AN ARC LENGTH OF 256.66 FEET (THE CHORD OF SAID ARC BEARS SOUTH 52 DEGREES, 19 MINUTES, 52 SECONDS WEST, 230.80 FEET); THENCE SOUTH 50 DEGREES, 26 MINUTES, 45 SECONDS WEST, 45.20 FEET TO A POINT ALONG THE NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT NO. 20979865; THENCE SOUTH 39 DEGREES, 33 MINUTES, 15 SECONDS EAST ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE A DISTANCE OF 35.88 FEET TO AN INTERSECTION OF SAID NORTHERLY LINE OF MILWAUKEE AVENUE WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 42 DEGREES, 39 MINUTES, 41 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 165.28 FEET; THENCE NORTH 47 DEGREES, 20 MINUTES, 19 SECONDS EAST, A DISTANCE OF 120.27 FEET; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 137.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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THAT PART OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES, 05 MINUTES, 00 SECONDS EAST, A DISTANCE OF 489.98 FEET; THENCE SOUTH 37 DEGREES, 55 MINUTES, EAST A DISTANCE OF 857.12 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AND A POINT FOR A POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 90.10 FEET; THENCE SOUTH 35 DEGREES, 09 MINUTES, 19 SECONDS WEST, A DISTANCE OF 39.83 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES, WEST, A DISTANCE OF 49.59 FEET; THENCE SOUTH 07 DEGREES, 05 MINUTES WEST, A DISTANCE OF 142.0 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 170.0 FEET; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 138.90 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 166.67 FEET; THENCE NORTH 07 DEGREES, 05 MINUTES EAST, A DISTANCE OF 85.0 FEET; THENCE NORTH 82 DEGREES, 55 MINUTES WEST, A DISTANCE OF 211.98 FEET; THENCE SOUTH 07 DEGREES, 05 MINUTES WEST, A DISTANCE OF 137.12 FEET; THENCE SOUTH 47 DEGREES, 20 MINUTES, 19 SECONDS WEST A DISTANCE OF 120.27 FEET TO THE NORTHERLY LINE OF MILWAUKEE AVENUE, AS ACQUIRED BY THE STATE OF ILLINOIS BY DOCUMENT NO. 20979865; THENCE SOUTH 42 DEGREES, 39 MINUTES, 41 SECONDS EAST ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE, A DISTANCE OF 76.73 FEET TO A POINT, SAID POINT BEING 192.01 FEET SOUTHEASTERLY OF THE INTERSECTION OF SAID NORTHERLY LINE OF MILWAUKEE AVENUE WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AS MEASURED ALONG SAID NORTHERLY LINE OF MILWAUKEE AVENUE; THENCE SOUTH 82 DEGREES, 55 MINUTES EAST, A DISTANCE OF 534.45 FEET; THENCE SOUTH 07 DEGREES, 05 MINUTES WEST, A DISTANCE OF 12.06 FEET; THENCE SOUTH 54 DEGREES, 50 MINUTES, 41 SECONDS EAST, A DISTANCE OF 69.50 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE NORTH 35 DEGREES, 09 MINUTES, 19 SECONDS EAST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 75.0 FEET; THENCE NORTH 54 DEGREES, 50 MINUTES, 41 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.0 FEET; THENCE NORTH 35 DEGREES, 09 MINUTES, 19 SECONDS EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 230.34 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF THE NORTH 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, WHICH IS 519.20 FEET NORTH OF THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH ALONG SAID LAST DESCRIBED LINE, A DISTANCE OF 83.66 FEET; THENCE NORTH 52 DEGREES, 05 MINUTES EAST, A DISTANCE OF 489.98 FEET TO A POINT FOR A POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 36 DEGREES, 28 MINUTES, 21 SECONDS EAST, A DISTANCE OF 83.41 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEXED TO THE NORTH WEST HAVING A RADIUS OF 97.50 FEET, AN ARC LENGTH OF 48.00 FEET (THE CHORD OF SAID ARC BEARS SOUTH 20 DEGREES, 18 MINUTES, 20 SECONDS WEST, 44.60 FEET); THENCE SOUTH 07 DEGREES, 05 MINUTES WEST ALONG A LINE BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, A DISTANCE OF 192.93 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEXED TO THE SOUTH EAST HAVING A

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