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Cook County Recorder

REAL ESTATE MORTGAGE

Recording requested by: Please return to:
American General Finance
17820 S. Halsted
Homewood, Il 60430
MORTGAGEE:

American General Finance.

Inc. MORTGAGE NAME(S) OF ALL MORTGAGORS AND WARRANT Roosevelt Turner and TO. Yvonne Turner, his wife, as joint tenants FINAL FAY VENT NO. OF FIRST PAYMENT **TOTAL OF PAYMENTS DUE DATE** DUE DATE PAYMENTS 02/06/98 01/06/03 \$4848.06 60

4848.06 THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIFIUM OUTSTANDING \$

(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 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 tuture advances, if any, not to exceed the maximum outstanding amount snown 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:

The west 40 feet of the east 80 feet of Lot 1 $\,$ in elock 2 in robertson and young's 1ST ADDITION TO HARVEY IN THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. in Control

AKA: 126 W. 155th Pl. Harvey, Il. 60426

P.I.N. 29-18-401-030-0000

If this box is checked, the following DEMAND FEATURE (Call Option) paragraph is applicable:

Anytime after n/eyear(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.

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 Mortgager of said option or election, be immediately foreclosed; and it shall be lawful for said Mortgages, agents or afformeys, 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.

NOFFICIAL COPY982173 Fage 2 of This instrument prepared by ____Toni_M. Mitchell Homewood Hinois. If this mortgage is subject and subordinate to enother 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 Mortgager further covenants and agrees to and with said Mortgagee that <u>Mortgager</u> will in the meanine pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings the may at any time be upon said premises insured for five, extended coverage and vandalism and malicious mischief in some reliable company, up to the any time be upon said premises insured for fire, extended coverage and vandalism and malicious mischief in some reliable company. 'p to the insurable value thereof, or up the amount remaining unpaid of the said indebtedness by suitable policies, payable in case of lost to the said Mortgagee and to deliver to MOTTGAGEE 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 Mortgager or other vise; 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 \$ 500.00 reasonable expenses in obtaining such money in said at the money secured hereby, or in case said Mortgagee shall so elect, so may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgager thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay taxes, and all monies thus procure such insurance or pay taxes, and all monies thus procure such insurance money it not otherwise paid by said Mortgagor.

Mean and the said of said procures, or out of such insurance money it not otherwise paid by said Mortgagor. M not prohibited by law or requirement, this mortgages and all sums hereby secured shall become due and payable at the option of the Mortgages and without notice to Mortgages for inthwith upon the conveyance of Mortgagor's title to all or any portion of said mortared property and premises, or upon the vesting of such title any manner in persons or entitles other than, or with, Mortgagor unless the purchaser or transferse assumes secured hereby with the consent of the Antgages. And said Mortgagor further agrees that 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 seld Mortgagor and Mortgagoe, that if default be made in the payment of said promissory note or in any part thereof, or the interest thereof, 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 Mortgagoe is made a party to any sult by reason of the existence of this mortgage, then or in any such cases, said Mortgagor shall at once owe said Mortgagoe reasonable attorney's or solicitor's fees for protecting Mortgagoe'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 arread by and between the case hereby that the covenants are arreaments and arread by and between the case hereby that the covenants are arreaments and arread by and between the case hereby. And it is further mutually understood and agreed, by and between the process herelo, that the covenants, agreements and provisions herein contained shall apply to, and, as far as the law allows, be binding upon and be to the heirs, executors, administrators and assigns of said parties respectively. In witness whereof, the said Mortgagor 5 have hereunto sether hands and seats this 22 day of _____ December _____,A.D.__1997. STATE OF ILLINOIS, County of WILL I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Roosevelt & Nonne uner personally known to me to be the same person a whose name subscribed to the foregoing instrument approved befure me this day in person and acknowledged that the y signed, sealed and delivered said instrument as the instrument as and purposes therein set forth, including all release and waiver of the right of homestead. ____day of ____December seal this 22nd Given under my hand and Notorial OFFICIAL SEAL" Kristiann Kulak Notary Public, State of Illinois Will County My commission expires My Commission Expires 10/01/2001