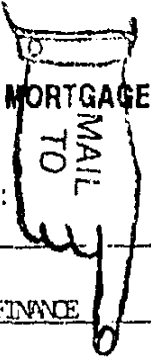


97021651 UNOFFICIAL COPY



REAL ESTATE MORTGAGE



RECEIVED 07/06/97
POSTAGES 0.00
97021651
SUBTOTAL 25.50
CHECK 25.50
2 PURG 016
0002 MD# 16423
01/08/97

Recording requested by:
Please return to:

AMERICAN GENERAL FINANCE

7030 W 159th ST.

ORLAND PARK, IL. 60462

COOK COUNTY
RECORDED
ESSE WHITE
MARKHAM OFFICE

Recorder's Use

NAME(S) OF ALL MORTGAGORS <u>BEVERLY TRUST CO. as TRUSTEE U/T/A DATED</u> <u>12/27/1996 A/K/A TRUST # 74-2337</u>		MORTGAGE AND WARRANT TO	MORTGAGEE: <u>AMERICAN GENERAL FINANCE</u> <u>7030 W. 159th ST.</u> <u>ORLAND PARK, IL. 60462</u>
NUMBER OF PAYMENTS <u>60</u>	FIRST PAYMENT DUE DATE <u>02/13/97</u>	FINAL PAYMENT DUE DATE <u>01/13/02</u>	TOTAL OF PAYMENTS <u>9691.20</u>

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ N/A
 (If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof, together with all extensions hereof)
 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 dated 1/8/97 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, 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, ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to wit:

THE NORTH 1/2 OF LOT 23 AND ALL OF LOT 24 IN BLOCK 9 IN CROISSANT PARK MARKHAM, A SUBDIVISION OF LOT 2 (EXCEPT THE NORTH 13/61' THEREOF) ALSO ALL OF LOTS 3, 4, 5, AND 6 LANS SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 36, NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST AND NORTHWEST OF RIGHT OF WAY OF ILLINOIS CENTRAL RAILROAD IN COOK COUNTY ILLINOIS. ALSO KNOWN AS DOCUMENT 16542 S. HERMITAGE, MARKHAM IL.

PIN NCH29-19-420-072-0000

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.

If this box is checked and the term of the obligation secured by this mortgage is sixty months or more, 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 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.

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, or in case of waste or non-payment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, then 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, agent or attorneys, to enter into and upon said premises and to receive all rents, issues and profits therefrom, the same to be collected, after the deduction of reasonable expenses, to be applied upon the indebtedness secured hereby, and the court where 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.

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This instrument prepared by SANDY HARKEM of AMERICAN GENERAL FINANCE
(Name) (Address)
7030 W. 159th ST, ORLAND PARK, 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 thereon at any time be upon said premises insured for fire, extended coverage and vandalism and malicious mischief in some reliable company 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 AMERICAN GENERAL FINANCE 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 of SHE; 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 satisfaction of the money secured hereby, or in case said Mortgagee shall so elect, so may use the same in repairing or rebuilding such buildings 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 Mortgagee and without notice to Mortgagor forthwith upon the conveyance of Mortgagor's title to all or any portion of said mortgaged premises 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 cases, said Mortgagor shall at once owe said Mortgagee reasonable attorneys or solicitor's fees for protecting HER 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 where of, the said Mortgagor ha hereunto set HER hand and seal this 8th day of JANUARY, A.D. 1997.

BEVERLY TRUST CO. AS TRUSTEE U/T/A DATED 12/27/1996 A/K/A TRUST NO 74-2334

[Signature: Rosamary Meyer] TRUST OFFICER (SEAL)
[Signature: ...] Assistant Trust Officer (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 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 he signed, sealed and delivered said instrument as 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 seal this 8th day of JANUARY, A.D. 1997

Notary Public
My commission expires

This document is made by Beverly Trust Company as Trustee and accepted upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Beverly Trust Company because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall Beverly Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

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TRUST ACKNOWLEDGEMENT

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STATE OF Illinois)
COUNT OF Cook) SS

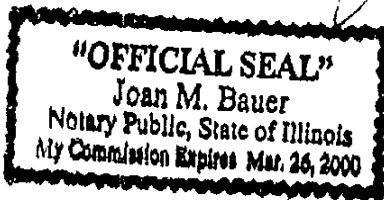
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above name Rosemary Mazur and Beverly Trust Company of the Beverly Trust Company, Grantor, personally known to me to be the same person(s) whose name(s) (are) subscribed to the foregoing instrument, as such Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the TRUST OFFICER then and there acknowledged that said TRUST OFFICER as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said TRUST OFFICER own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of January, 1997.

Joan M. Bauer

Notary Public
My Commission Expires: _____

(SEAL)



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~~PROPERTY~~

Property of Cook County Clerk's Office