

UNOFFICIAL COPY

H 177374



REAL ESTATE MORTGAGE

98273167

Recording requested by:
Please return to:

AMERICAN GENERAL FINANCE
3133 N. CENTRAL AVENUE
CHICAGO, IL 60634

SEPT-01 RECORDING \$23.00
7:00:09 TRAM 1953 04/07/98 10:10:00
55675 RC *-98-273167
COOK COUNTY RECORDER

Recorder's Use

NAME(S) OF ALL MORTGAGORS MUEID O. MUFARREH AND WIFE MARY M. MUFARREH AS JOINT TENANTS		MORTGAGE AND WARRANT TO	MORTGAGEE: AMERICAN GENERAL FINANCE 3133 N. CENTRAL AVENUE CHICAGO, IL 60639	
NUMBER OF PAYMENTS 60	FIRST PAYMENT DUE DATE 04/16/98	FINAL PAYMENT DUE DATE 03/16/03	TOTAL OF PAYMENTS \$23,698.80	

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 23,698.80 AMOUNT FINC: 17,960.00

(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 dated 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 40 FEET OF LOT 2 IN BLOCK 2 IN OLIVER I. WATSON'S MAPLE GROVE ADDITION TO CHICAGO, IN THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX NO: 13-19-405-015-0000
STREET ADDRESS: 3546 N. Natchez, Chicago, IL 60634

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, 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.

BOX 333-CTI

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This instrument prepared by ROETHA L. BURGESS of 3133 N. Central Avenue
(Name) (Address)
Chicago, 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 THEY 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 Mortgagee and to deliver to THEM 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 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 \$ N/A 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 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 Mortgagee and without notice to Mortgagor or 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 cases, said Mortgagor shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting THEIR 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 whereof, the said Mortgagor S have hereunto set their hand s and seal this 10TH day of MARCH, A.D. 1998.

Mufid O. Mufarreh (SEAL) Mary M. Mufarreh (SEAL)
Mufid O. Mufarreh (SEAL) Mary M. Mufarreh (SEAL)

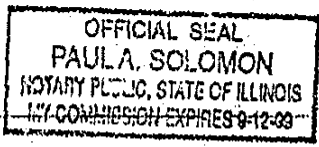
STATE OF ILLINOIS, County of COOK ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that MUFID & MARY MUFARREH personally known to me to be the same person s whose name s subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their 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 NOTARY seal this 10TH day of MARCH, A.D., 1998.

Paula Solomon
Notary Public

My commission expires



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AP# FOX,P5843766

LN# 5843766

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of March, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LaSalle Bank, F.S.B., A Corp. of the United States of America

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

416 S. 19th, Maywood, IL 60153

[PROPERTY ADDRESS]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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MULTISTATE 1-4 FAMILY RIDER--FNMA/ISC/CRID**//0494/3170(0990)-L-TRUST

As Trustee under Trust Agreement No. 7914
 Continental Community Bank
 and Trust Company
 member FDIC

By _____
 Trust Officer
 Vice-President
 Assistant Secretary

Attest _____

Executed and delivered by CONTINENTAL COMMUNITY BANK AND TRUST COMPANY not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties herein to the contract, notwithstanding, that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and delivered by the trustee solely in the binding the trustee personally, but executed and delivered by the trustee in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained pages 1 and 2 of this 1-4 Family Rider.

of the remedies permitted by the Security Instrument.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any

Instrument are paid in full.

This assignment of Rents of the Property shall terminate when all the sums secured by the Security

application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender.

Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any

control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take

paragraph.

and has not and will not perform any act that would prevent Lender from exercising its rights under this

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents

indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become

if the Rents of the Property are not sufficient to cover the costs of taking control of and managing the

inadequacy of the Property as security.

the Property and collect the Rents and profits derived from the Property without any showing as to the

received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage

Lender's agents or a judicially appointed receiver shall be liable to account for only those Rents actually

and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender,

premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments

the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees,

collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing

upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents

agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents

Instrument; (iii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower

Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by

Rents constitutes an absolute assignment and not an assignment for additional security only.

given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of

pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has

authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall

("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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LN# 5843766

AP# FOX, P5843766