

1ST SECURITY FED SAV BANK
936 N. WESTERN AVE.
CHICAGO, IL 60622
LOC 2-544-3

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5583/0221 63.001 Page 1 of 7
1999-06-10 13:41:17
Cook County Recorder 33.00



99559363

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

**NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE
SUBSEQUENT TO A TRANSFER OF THE PROPERTY**

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THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among
COMMUNITY SAVINGS BANK TRUST #17-483, DATED AUGUST 23, 1990

(herein "Borrower") and 1ST SECURITY FEDERAL SAVINGS BANK whose address is 936 N. Western Avenue, Chicago, IL
60622 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages
(unless Borrower is a Trust, in which event Borrower conveys, mortgages and quitclaims) unto Lender and Lender's successors
and assigns the following described property located in the CITY of CHICAGO County of COOK State of Illinois
Lots 29 and 30 In Frederick H. Bartlett's Resubdivision Of Lots 1 To 13 In Block 4, Lots 1 To 10 Of Block 5,
Lots 1 To 10 Of Block 12 And Lots 1 To 13 Of Block 13, In Frederick H. Bartlett's Centerfield Subdivision Of The West 1/2 Of The
Northwest 1/4 Of Section 10, Township 38 North, Range 13, (Except The East 158 Feet), East Of The Principal
Meridian In Cook County, Illinois.

PIN # 19-10-110-009-0000, PIN # 19-10-110-010-0000

which has the address of 4825-4829 S. Knox, Chicago, Illinois (herein "Property Address"); 60632

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the
improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or
reversion in and to the beds of way, streets, avenues and alleys adjoining the Property, and rents (subject however to the
rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and
profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures 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 this Mortgage; and all of the foregoing, together with said property (or the leasehold
estate of this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not
constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as
well a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower
hereby grants to Lender as Secured Party (as such term is defined in the UCC);

TO SECURE TO LENDER on condition of the repayment of the REVOLVING LINE OF CREDIT by 1ST SECURITY
FEDERAL SAVINGS BANK HOME EQUITY LINE AGREEMENT ("Agreement") of even date herewith and by Borrower's
Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$
300,000.00 or so much thereof as may be advanced and outstanding, with interest thereon, providing for
monthly installments of interest, with the principal balance of indebtedness, if not sooner paid or required to be paid; the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
Mortgage; and the performance of covenants and agreements of Borrower contained herein and in the Agreement and
the Note. The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents".

NOTWITHSTANDING any to the contrary herein, the Property shall include all of Borrower's right, title and interest in and
to the real property described above, whether such right, title, and interest in acquired before or after execution of this

BOX 333-CTI

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Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the line of this Mortgage shall attached to and include the fee interest acquired by Borrower.

BORROWER covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

BORROWER acknowledges that the Note calls for a variable rate and that the Lender may, prior to the expiration of the terms of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest on the indebtedness by the Note, together with any late charges and other charges imposed under the Note.

2. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advances made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

3. **PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS.** Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay or cause to be paid, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens on the property which may attain any priority over this Mortgage and leasehold payments or ground rents, if any, in the manner provided in paragraph 2 hereof, or if not paid in such manner, by Borrower making payment at least ten (10) days before due directly to the payee thereof. Borrower shall deliver to the Lender, upon its request, receipts evidencing such payment.

4. **HAZARD INSURANCE.** Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (a) the maximum insurable value of the property or (b) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notice and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Lender and Borrower in this connection) and in such order as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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If the property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to such sale or acquisition shall become the property of Lender to the extent of the sums by this Mortgage immediately prior to such sale or acquisition.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS, CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

9. **BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note; modification in payment terms of the sums secured by this Mortgage granted by the Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein or under the other Credit Documents shall not operate to release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment term of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

10. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY, CO-SIGNERS CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several. The captions and headings of the paragraph of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In this Mortgage whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

11. **NOTICES.** Except for any notice required under the applicable law to be given in another manner: (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it to, or by mailing such notice by registered or certified mail addressed to Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) at the Property Address or at such other address as Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) may designate by written notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at 1st SECURITY FEDERAL SAVINGS BANK, 936 N. WESTERN AVENUE, CHICAGO, IL 60622, or such other address as Lender may designate by written notice to Borrower (or to Borrower's successors, heirs, legatees, devisees and assigns which have provided Lender with written notice of their existence and address) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **GOVERNING LAW; SEVERABILITY.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this mortgage shall be adjudged invalid, illegal, or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs", "expenses", and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **BORROWER'S COPY.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. **REMEDIES CUMULATIVE.** Lender may exercise all of the rights and remedies provided in this Mortgage and in other Credit Documents, or which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

15. **EVENTS OF DEFAULT.**

a. **NOTICE AND GRACE PERIOD.** An Event of Default will occur hereunder upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower's breach or violation of Borrower's covenants under any of the Credit documents and upon Borrower's failure to cure such breach or violation, and to provide Lender, during the grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice is given and expires at 11:59 p.m. Central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 12 hereof and shall contain the following information: (1) the nature of Borrower's breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.

b. **EVENTS OF DEFAULT:** Set forth is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods are set forth parenthetically after each event.) The events are: (1) Borrower fails to pay when due any amount under the Credit Documents (thirty (30) days grace period); (2) Borrower's outstanding balance due under the Credit Documents exceeds the principal sum stated in the Note (thirty (30) day grace period); (3) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application or made any false or misleading statements on Borrower's credit application (no grace period); (4) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace period); (5) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (6) Borrower further encumbers the Property, or suffers a lien, claim of lien or encumbrance against the property, except such liens or encumbrances subordinate to this Mortgage (thirty (30) days grace period in which to remove the lien, claim or encumbrance); (7) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Credit Documents or whose lien has or appears to have any priority over the lien hereof (no grace period) or any other creditor or Borrower attempts to (or actually does) seize or obtain a writ of attachment against the property (no grace period); (8) Borrower fails to keep any other covenant contained in any of the Credit Documents not otherwise specified in this paragraph 16 (ten (10) day grace period, unless the failure is by its nature not curable, in which case no grace period, or if another grace period is specified in the Credit Documents, that grace period shall prevail).

16. **TRANSFER OF THE PROPERTY.** Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable, if Borrower, or beneficiary of the Trust, if any, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the trust, if any, or amends or terminates any ground leases affecting the Property, or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, by operation of law, or voluntarily or involuntarily, including without limitation sale or transfer

In any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent. Notwithstanding the preceding sentence, the following events shall not entitle Lender to accelerate the amounts due under the Note: (a) the creation of a lien or other encumbrance subordinate to the Lender's security instrument which does not relate to a transfer of rights of occupancy in the Property; provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years, or a lease with an option to purchase will allow the exercise of a due-on-sale clause); (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is (i) a transfer to a relative resulting from the death of the Borrower; (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or (f) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the lender with reasonable means acceptable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy. Failure to pay such indebtedness within thirty (30) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

17. ACCELERATION; REMEDIES (INCLUDING FREEZING THE LINE). Upon the existence of an Event of Default, Lender may, at its sole option, terminate the line, declare all the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including but not limited to, reasonable attorneys' fees.

As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraph 16 or 17 of this mortgage, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, either superior or inferior to the line of this mortgage. Notice of any such freeze shall be given in accordance with provisions of paragraph 12 of this mortgage. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in any of the Credit Documents.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof, or abandonment, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of Account, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower.

20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as set forth in this mortgage.

21. TIME OF ESSENCE. Time is of the essence in this Mortgage, and the Note and Agreement.

22. ACTUAL KNOWLEDGE. For purposes of this mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified in paragraph 12 hereof (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt of possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge of

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99559363

COMMUNITY SAVINGS BANK

IF BORROWER IS A TRUST

not personally, but solely as trustee aforesaid

By:

Katherine R. Swanson
Asst. Vice President

ATTEST:

[Signature]
Asst. Secretary

State of Illinois

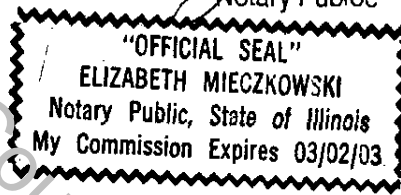
County of Cook

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Katherine R. Swanson, Asst. Vice President of COMMUNITY SAVINGS BANK a corporation, and Asst. Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts; and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this 16 day of APRIL 19 99

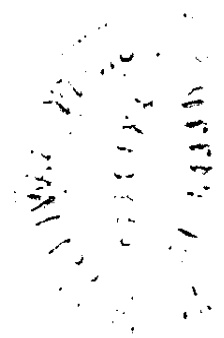
Commission expires: _____

Elizabeth Mieczkowski
Notary Public



Notary of Cook County Clerk's Office

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Property of Cook County Clerk's Office

OFFICIAL COPY
ELIZABETH BERKOWITZ
Cook County Clerk's Office
100 North Dearborn Street, Chicago, IL 60610

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5583/0222 63 001 Page 1 of 3
1999-06-10 13:41:39
Cook County Recorder 25.00



99559364

Property of Cook County Clerk's Office

Corporation Assignment of Real Estate Mortgage

Loan# 8454324

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT
THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

3al

KNOW THAT

ContiMortgage Corporation
338 S. Warminster Rd
Hatboro, PA 19040-3430

In consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION
paid by **American General Finance Inc.**

assignor.
dollars.

assignee.

hereby assigns unto assignee,

American General Finance Inc.

Mortgage dated the 28th day of JANUARY, 1999, made by EDDIE THOMAS

to FIRST METROPOLITAN MORTGAGE

In the principal sum of \$ 56,000.00 and recorded on the _____ day of _____

In(Liber)(Record Liber)(Reel) _____ of Section _____ of Mortgages, page _____ in the office of
the Cook, IL

of the recorder of 1514 W 73RD ST, CHICAGO, IL 60636

Doc#
99128293

Block _____ Lot _____ County or Town _____
Section _____ District _____ TP# _____
Instrument# _____

NOTICE pun:
20-29-115-022

This is a mortgage subject to special rules under the Federal
Truth-in Lending Act. Purchases of assigness of this mortgage could be
liable for all claims and defenses with respect to the mortgage that the
Borrower could assert against the Creditor.

BOX 333-CTI



UNOFFICIAL COPY
CHICAGO TITLE INSURANCE COMPANY

99559364

EQUITY SEARCH PRODUCT

CTIC ORDER NO.: 1408 CSMITH HE

D. LEGAL DESCRIPTION:

LOT 49 IN HALEY'S SUBDIVISION OF BLOCK 5 IN JONES SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

PERMANENT INDEX NUMBER:

BORROWER'S NAME: HADSELL

TOGETHER with the bond or note or obligation described in said mortgage, and the moneys due and to grow due thereon with the Interest TO HAVE AND TO HOLD the same unto the assignee and to the successor, legal representatives and assigns of the assignee forever. The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires. IN WITNESS WHEREOF, the assignor has duly executed this assignment the _____ day of _____, 19____

STATE OF PA
COUNTY OF MONTGOMERY

CONTIMORTGAGE CORPORATION

Fung C Law
FUNG C LAW, Its: DESIGNATED SIGNATORY

On 2/02/1999
me, the undersigned, a Notary Public in and for
said County and State, personally appeared
FUNG C LAW

By: _____
Its: _____

being by me duly sworn did depose and say that
he resides at
1239 KERPER STREET
PHILADELPHIA, PA 19111

that he/she is the DESIGNATED SIGNATORY
of the corporation herein which executed the
within instrument, that the seal affixed to said
instrument is the corporate seal of said
corporation; that said instrument was signed and
sealed on behalf of said corporation pursuant
to its by-laws or a resolution of its Board of
Directors and that he/she acknowledges said
instrument to be the free act and deed of said
corporation.

Patty Gadomski
PATTY GADOMSKI
Witness:

Brian Ransom
BRIAN RANSOM
Witness:

Notary Public

Margaret Lauglin

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

My Commission expires

NOTARIAL SEAL
MARGARET LAUGLIN, Notary Public
Hatboro Boro, Montgomery County
My Commission Expires May 22, 2000

PREPARED BY:

ContiMortgage Corporation
338 S. Warminster Road
Hatboro, PA 19040-3430

NAME
ADDRESS
CITY &
STATE

AND WHEN RECORDED MAIL TO

~~ContiWest Corporation~~
~~3811 W. Charleston Blvd.~~
~~Las Vegas~~
~~NV 89102-1650~~

AMERICAN GENERAL FINANCE, INC
1616 W 47TH ST
CHICAGO, IL 60609