

UNOFFICIAL COPY

FORM 4111

445

DOCUMENT NO.

1177103

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

72-72-794

DATE OF SEARCH:

802545

RESULT OF SEARCH:

None
None

9-5-700

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

90 SEP -5 AM 11: 16

IDENTIFIED
No.
Registrar of Tolls and Fees
CAROL MOSELEY BRAUN
C.T.I./GONZALES

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Customer # _____ Filing Date SEP 05 1990

Torrens _____

Clt. # 1177103 L.F. Date _____

Grantor JOSEPH M. GATTON

S.S.# _____ NA

Grantor KATHLEEN M. GATTON

S.S.# _____ NA

Grantee _____

S.S.# _____

Grantee _____

S.S.# _____

P.I.N.# 26-17-404-012 Tax # 221609

Fed Lien Search 802545 Gamma

Title Officer _____ 17

Title Company CHICAGO TITLE INS.

Trust Dept. _____ Survey Dept. _____
Approval _____ Approval _____

Refused _____

Type of Document	Number
<u>MTG</u>	
_____	_____
_____	_____
_____	_____

Total No. Docs. 1

Logged _____ Microfilm _____

To Tax Dept. _____ Ret'd _____

Reviewer _____ Date _____

Typist _____ Date _____

Revisor _____ Date _____

New Clt. # _____ Date _____

Delivery _____ Date _____

Customer Signature _____

UNOFFICIAL COPY

REAL ESTATE MORTGAGE



Recording requested by:
Please return to:

NOTE IDENTIFIED

THIS SPACE PROVIDED FOR RECORDER'S USE

3909380

AMERICAN GENERAL FINANCE, INC
2 RIVER PLACE SUITE 5
SOUTH HOLLAND, IL 60473

NAME(s) OF ALL MORTGAGORS

JOSEPH M. GATTON AND KATHLEEN M. GATTON, HIS WIFE, AS JOINT TENANTS.

MORTGAGE AND WARRANT TO

MORTGAGEE:

AMERICAN GENERAL FINANCE
2 RIVER PLACE SUITE 5
SOUTH HOLLAND, IL 60473

NO. OF PAYMENTS

FIRST PAYMENT DUE DATE

FINAL PAYMENT DUE DATE

TOTAL OF PAYMENTS

120

10/04/90

09/04/00

\$53,071.20

THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$ 100,000.00
(If not contrary to law, this mortgage also secures the payment of all renewals and renewal notes hereof, together with all extensions thereof) PRINCIPAL AMOUNT OF \$27,412.79

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:

LOT 137 IN FAIR ELMS FIFTH ADDITION, BEING A RESUBDIVISION OF BLOCKS 4, 12, 16, BLOCK 11 (EXCEPT THE EAST 133 FEET THEREOF) THE WEST 1/2 OF BLOCK 13 TOGETHER WITH THE SOUTH 130 FEET OF THE EAST 1/2 OF SAID BLOCK 13, THE EAST 1/2 OF BLOCK 15 (EXCEPT THE SOUTH 130 FEET THEREOF) AND BLOCKS 7 AND 8 (EXCEPT THE WEST 133 FEET OF SAID BLOCKS 7 AND 8), ALL IN FIRST ADDITION TO F. J. LEWIS' SOUTHEASTERN DEVELOPMENT BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN.

AKA: 11114. S AVENUE E, CHICAGO, IL

PERMANENT TAX NO.: 26-17-404-012-0000

DEMAND FEATURE
(if checked)

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 in full is due. 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 any rights under 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 right 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 the amount found due by such decree.

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.

This instrument prepared by AMY LUSINSKI

(Name)

of 2 RIVER PLACE SUITE S, SOUTH HOLLAND, IL 60473

Illinois.

3909380

