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2000-06-16 14:54:34  
Cook County Recorder 27.50

**RECORDATION REQUESTED BY:**

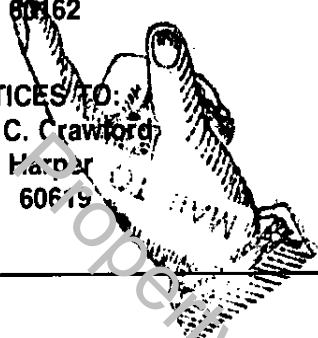
Westbank  
2225 S. Wolf Road  
Hillside, IL 60162

**WHEN RECORDED MAIL TO:**

Westbank  
2225 S. Wolf Road  
Hillside, IL 60162

**SEND TAX NOTICES TO:**

Jacqueline C. Crawford  
9126 South Harper  
Chicago, IL 60619



(4)

FOR RECORDER'S USE ONLY

**This Mortgage prepared by:**

Westbank, Loan Department  
2225 S Wolf Road  
Hillside, IL 60162

O'Connor Title  
Services, Inc.

# 0168-35

**MORTGAGE**

**MAXIMUM LIEN.** At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$15,200.00.

**THIS MORTGAGE** dated June 15, 2000, is made and executed between Jacqueline C. Crawford (referred to below as "Grantor") and Westbank, whose address is 2225 S. Wolf Road, Hillside, IL 60162 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

Lot 11 in Block 2 in Calumet and Chicago Canal Dock Company's Subdivision of that part of the Southeast quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, lying East and North of railroads, in Cook County, Illinois.

The Real Property or its address is commonly known as 9126 South Harper, Chicago, IL 60619. The Real Property tax identification number is 25-02-404-030.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real



upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

**CHOICE OF VENUE.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**WAIVE JURY.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**WAIVER OF HOMESTEAD EXEMPTION.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**Definitions.** The following words shall have the following meanings when used in this Mortgage:

**BORROWER.** The word "Borrower" means Jacqueline C. Crawford, and all other persons and entities signing the Note.

**EVENT OF DEFAULT.** The words "Event of Default" mean any of the Events of Default set forth in this Mortgage in the Events of Default section of this Mortgage.

**GRANTOR.** The word "Grantor" means Jacqueline C. Crawford.

**GUARANTY.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**INDEBTEDNESS.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**LENDER.** The word "Lender" means Westbank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**MORTGAGE.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**PERSONAL PROPERTY.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**PROPERTY.** The word "Property" means collectively the Real Property and the Personal Property.

**REAL PROPERTY.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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My Commission Expires 4/23/02  
Notary Public, State of Illinois  
Melissa A. Kalal  
"OFFICIAL SEAL"

My commission expires 4/23/02  
Notary Public in and for the State of Illinois

By Melissa A. Kalal  
Residing at Willard  
Given under my hand and official seal this 15th day of June, 2002

On this day before me, the undersigned Notary Public, personally appeared **Jacqueline C. Crawford**, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed for the uses and purposes therein mentioned.

COUNTY OF COOK  
STATE OF ILLINOIS

INDIVIDUAL ACKNOWLEDGMENT

X Jacqueline C. Crawford  
Jacqueline C. Crawford, individually

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

MORTGAGE  
(Continued)