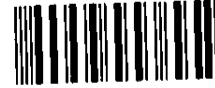


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Prepared By:
Margie Urrutia
12677 Alcosta Blvd. Suite 500
San Ramon, CA 94583

CREDIT LINE MORTGAGE

Loan Number: 860-0001151733

THIS CREDIT LINE MORTGAGE and Security Agreement is made this 6th day of June, 2000 between the Mortgagor, RONALD NAGEL AND CHRISTINE NAGEL, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee, IRWIN UNION BANK AND TRUST COMPANY, a corporation organized and existing under the laws of Indiana, with an address of 1717 East College Parkway, Carson City, NV 89706 (herein "Lender").

BORROWER has entered into a Home Equity Line Agreement and Disclosure Statement with Lender dated the same date as this Credit Line Mortgage (herein the "Home Equity Loan Agreement") pursuant to which Borrower is entitled to obtain credit advances from Lender from time to time in amounts not to exceed at any one time, in the aggregate, the principal sum of

Eleven Thousand and No/100 Dollars (\$ 11,000.00). The debt evidenced by the Home Equity Loan Agreement, including all credit advances obtained by Borrower from Lender up to the principal sum shown above (the "Credit Line Limitation"), together with interest, fees and charges in accordance with the tenor of the Home Equity Loan Agreement, is payable in installments with the entire balance, if not sooner paid, due and payable in full on June 15, 2020. The Home Equity Loan Agreement evidences "revolving credit" as defined under Illinois Law. The lien of this Mortgage secures payment of any existing indebtedness and any future advances made pursuant to the Home Equity Loan Agreement to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time that this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. This Credit Line Mortgage (herein "Mortgage") secures to Lender; (a) the repayment of the debt evidenced by the Home Equity Loan Agreement, including any and all future advances made by Lender to Borrower not in excess of the Credit Line Limitation shown above, with interest, fees and charges as provided in the Home Equity Loan Agreement, and all renewals, extensions and modifications of the Home Equity Loan Agreement; (b) the payment of all other sums, with interest, advanced by Lender under the provisions of this Mortgage to protect the security of this Mortgage, and expenses incurred by Lender by reason of Borrower's default under this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Home Equity Loan Agreement. For this purpose, Borrower, in consideration of the foregoing, does hereby mortgage, grant and convey to Lender the following described property located in COOK County, State of Illinois: Parcel ID#: 07-20-402-016

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

ILLINOIS - CREDIT LINE SECOND MORTGAGE

5/18
P. 7
M. Y. E.

Exhibit A

Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 58 IN WEATHERFIELD UNIT 3, BEING A SUBDIVISION IN SECTIONS 20 AND 21, TOWNSHIP 41, NORTH, RANGE 10, EAST OF THE 3RD P. M., IN COOK COUNTY, ILLINOIS.

PARCEL NO: 07-20-402-016

Property of Cook County Clerk's Office

9. **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.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. Lender to incur any expense or take any action hereunder.

7. **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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the rate provided in the Home Equity Loan Agreement, 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 the earlier of payment in full of the indebtedness secured by this Mortgage, or notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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 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.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance, and in such amounts and for such periods as Lender may require. 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. If Borrower fails to maintain coverage described above, Lender may, at its option, obtain coverage to protect Lender's right in the property. 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 priority over this Mortgage.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. 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. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 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 authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender in the following order:
During the Draw Period, first, to any account closure fee due under the Home Equity Loan Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Home Equity Loan Agreement; third, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fourth, to any late fees due under the Home Equity Loan Agreement; sixth, to funds advanced by Lender under the Home Equity Loan Agreement and/or under the Mortgage to protect its security interest; and last, to the remaining principal balance.

During the Repayment Period, first, to any account closure fees due under the Home Equity Loan Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Home Equity Loan Agreement; third, to the principal portion of the Borrower's minimum monthly payment; fourth, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fifth, to any late fees due under the Home Equity Loan Agreement; seventh, to funds advanced by Lender under the Home Equity Loan Agreement and/or under the Mortgage to protect its security interest; and last, to the remaining Account balance.

During the Draw Period, first, to any account closure fee due under the Home Equity Loan Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Home Equity Loan Agreement; third, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fourth, to any late fees due under the Home Equity Loan Agreement; fifth, to any account fees due under the Home Equity Loan Agreement and/or under the Mortgage to protect its security interest; and last, to the remaining Account balance.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extensions of the time for payment or modifications of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Anyone executing this Mortgage, in any capacity, shall be entitled to request and obtain information relative to the debt secured hereby including, but not limited to, account history and balance information. Any Borrower who co-signs this Mortgage, but does not execute the Home Equity Loan Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable for the payment of the sums secured by this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree from time to time, and any number of times, to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Home Equity Loan Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower 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.

13. 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. In the event that any provision or clause of this Mortgage or the Home Equity Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Home Equity Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Home Equity Loan Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a copy of the Home Equity Loan Agreement and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. In no event will any person other than Borrower be entitled to obtain advances from Lender under the terms of the Home Equity Loan Agreement secured by this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

17. Sale and Change of Loan Servicer. The Home Equity Loan Agreement or a partial interest in the Home Equity Loan Agreement (together with this Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects payments due under the Home Equity Loan Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Home Equity Loan Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change if required by applicable law.

22. Release. Upon termination of the credit line under the Home Equity Loan Agreement and payment of all sums secured by this Mortgage, Lender shall release this Mortgage and shall produce all duly cancelled notes and other instruments evidencing indebtedness secured by this Mortgage. To the extent permitted by applicable law, Borrower shall pay all costs of recordation and Lender's fees, if any.

21. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 19 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Home Equity Loan Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 19 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply in the case of acceleration by Lender under paragraph 16 of this Mortgage and the right to further advances shall be governed by the Home Equity Loan Agreement.

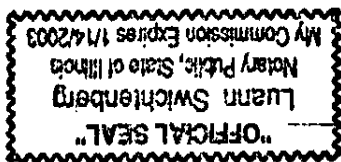
19. Acceleration; Remedies. Except as provided in paragraph 16, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and to declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remedial action of any Hazardous Substances affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower, shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.



Signature - Notary Public
Luann Swichtenberg
1-14-03

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 he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 13 day of June 2000
My Commission Expires: 1-14-03

that RONALD NAGEL and CHRISTINE NAGEL

(Type or Print Name)

STATE OF ILLINOIS, COOK
I, Luann Swichtenberg
County ss: _____, a Notary Public in and for said county and state do hereby certify

-Borrower

-Borrower

CHRISTINE NAGEL N440 DIS/3/00
-Borrower

RONALD NAGEL N440 DIS/3/00
-Borrower

IN WITNESS WHEREOF, Borrower has executed and acknowledged receipt of pages 1 through 6 of this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender of Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action of this Mortgage.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

26. Non-Borrowing Party's Joinder. The execution of this Mortgage by any person who has no present interest of record in the Property shall not be deemed to indicate that any interest presently exists and shall only constitute that person's agreement that if he/she holds a present interest not of record or an inchoate right, or hereafter acquires such an interest or right, in the Property that such interest or right shall be subject to Lender's interest under this Mortgage. Further, by executing this Mortgage, that person does not assume contractual liability under the Home Equity Loan Agreement.

25. Loan Charges. If the credit line secured by this security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Home Equity Loan Agreement exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Home Equity Loan Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

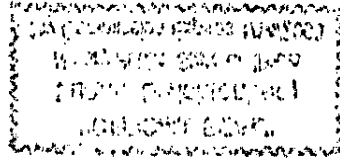
- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Homestead Rider
- Other(s)

[Check applicable box(es)]

24. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property

UNOFFICIAL COPY



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