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2001-06-28 11:52:38
Cook County Recorder 23.50

REAL ESTATE MORTGAGE

\$ 124,407.60 Principal Amount of Loan TO THOMAS FINAN

The Mortgagors, MARY L. FINAN, SOLE OWNER, MARRIED, mortgage and warrant to Wells Fargo Financial Illinois, Inc., Mortgagee, the following described real estate situated in the County of COOK, State of Illinois, to wit:

LOT 12 IN BLOCK 2 IN OAKTON SUBDIVISION OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS. PIN # 10-24-422-023, 1503 SOUTH BOULEVARD, EVANSTON, IL 60202

to secure the repayment of a promissory note of even date, payable to Mortgagee in monthly installments, the last payment to fall due on JUNE 27, 2031, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time shall not exceed the sum of \$200,000.00.

Mortgagors are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state. Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage as permitted by law. Mortgagors also agree not to sell, convey or otherwise transfer the mortgaged property or any portion thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. A default hereunder or under the terms of the above described note, at Mortgagee's option, without notice or demand, shall render the entire unpaid balance of said note at once due and payable (including any unpaid Interest). The obligation secured by this mortgage has a demand (call option) feature.

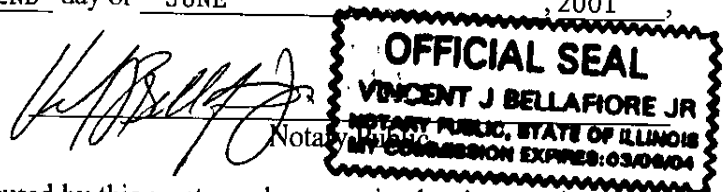
Dated this 22ND day of JUNE, 2001.

Mary L. Finan (SEAL)
MARY L. FINAN
STATE OF ILLINOIS, COUNTY OF KANE

Thomas Finan (SEAL)
THOMAS FINAN
) ss

The foregoing instrument was acknowledged before me this 22ND day of JUNE, 2001, by MARY L. FINAN & THOMAS FINAN.

My Commission expires 3/6/04



I hereby acknowledge that all parties obligated on the loan secured by this mortgage have received written notice of the right to rescind the loan.

Mary L. Finan Thomas Finan
(Borrower's Signature)

RETURN MAIL TO:

This instrument was prepared by WELLS FARGO FINANCIAL IL INC., 2727 MAPLE AVE, LISLE, IL 60532
Name Address

IL-53560700 THOMAS FINAN IS EXECUTING THIS MORTGAGE FOR THE PURPOSE OF WAIVING ANY AND ALL HOMESTEAD RIGHTS ONLY.