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Cook County Recorder 47.50



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HOME EQUITY LINE REAL ESTATE MORTGAGE

69-145482

This Indenture Witnesseth, That Sergio Chavez and Venita Chavez,
Husband and Wife

of Cook County, State of Illinois, hereinafter referred to as "Mortgagors"

MORTGAGE AND WARRANT TO



a financial institution with principal offices located in South Bend, Indiana, its successors and assigns, hereinafter referred to as "Mortgagee," the following described real estate located in Cook County, State of Illinois:

Lot 36 in Rolling Meadows, being a subdivision in part of the East 1/2 of the North Northwest 1/4 of Section 31, Township 37 North, Range 11 East of the third principal meridian, in Cook County, Illinois.

together with all improvements, appurtenances, privileges, rights and fixtures thereto belonging and all rents, issues and profits from said property.

To secure the payment of Fifty-Thousand and 00/100

Dollars, (\$ 50,000.00)

according to the terms of a Home Equity Line Agreement, including future advances thereunder, dated, executed and delivered by Mortgagors to Mortgagee contemporaneously with the execution of this mortgage and all future modifications, extensions and renewals of such obligation.

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The Mortgagors covenant and agree as follows:

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1. To pay the indebtedness secured by this mortgage, together with interest thereon, on or before the due date without relief from valuation and appraisal laws and with all attorneys fees of Mortgagee; that this mortgage secures the payment of the aforementioned indebtedness and all extensions and renewals thereof; that Mortgagors own the real estate mortgaged in fee simple free and clear of all liens and encumbrances, except as specifically described in paragraph 10 and current real estate taxes which are not delinquent and such restrictions as Mortgagors have advised Mortgagee as to the existence of at the date of this mortgage; that Mortgagors will not permit any liens or encumbrances to exist on the aforementioned realty except this mortgage, those described in paragraph 10 and current real estate taxes which are not delinquent; that Mortgagors will not remove, alter or permit to be removed or altered any improvements now or subsequently located on said realty without securing the written consent of Mortgagee in advance; that Mortgagors will not permit anything to be done on said real estate which is either illegal or which might significantly impair the value of said realty; that Mortgagors shall keep all of said real estate in good repair and pay all taxes and assessments levied against said real estate prior to the due dates thereof; to keep all improvements and buildings on said real estate insured for their full insurable value with such insurance companies as may be acceptable to Mortgagee against loss or damage from such hazards as may be requested by Mortgagee including, but not limited to, fire, windstorm, tornado, lightning and extended coverage with loss payable clauses in favor of Mortgagee; to keep all premiums for insurance on the mortgaged premises paid prior to the due dates and keep on deposit with Mortgagee all paid premium receipts and all insurance policies (with all endorsements thereon); to deliver and keep on deposit with Mortgagor all abstracts of title, title insurance policies, tax receipts and other title evidence as may be requested by Mortgagee; to execute and deliver to Mortgagee such other instruments as Mortgagee may request to keep Mortgagee vested with a mortgage lien on said real estate at all times hereafter second only to the mortgage liens, if any, described herein in paragraph 10 and to at all times indemnify and forthwith, on demand, reimburse Mortgagee for any loss, damage, costs or expense, including attorney fees arising out of or incurred in connection with any lawsuit or proceedings to which Mortgagee may be made a party with respect to this mortgage or the realty described herein and, in default of such reimbursement, the amount of such loss, damage, costs or expense shall constitute additional indebtedness secured by this mortgage payable with interest at the rate set forth in the Home Equity Line Agreement for which this mortgage is security.

2. If the minimum payment against the indebtedness secured by this Mortgage is not made within ten (10) days of its scheduled due date as set forth on the monthly billing statement, Mortgagors promise to pay to Mortgagee a late charge of \$_____ for the purpose of deferring the expense incident to handling the delinquency.

3. To pay to Mortgagee, upon request, such amounts at such times as Mortgagee may request to be held in escrow and disbursed by Mortgagee for the payment of existing taxes, future taxes, insurance premiums or other charges, liens or assessments covering the realty mortgaged.

4. That in the event of loss or damage to the mortgaged premises, Mortgagors shall give immediate written notice to Mortgagee and Mortgagee is authorized to make proof of loss respecting any insurance on the mortgaged premises in its discretion and each insurance company concerned is hereby authorized and directed to make payment for such loss or damage directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure or other transfer of title to the mortgaged property in partial or complete extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagors in any insurance policies then in force or existing claims thereunder shall pass to the purchaser or grantee.

5. That any other person, firm or corporation taking or receiving a junior mortgage or other lien on said real estate shall take such lien subject to the right hereby granted Mortgagee to extend the maturity of any part or all of the indebtedness hereby secured and to make future advances without notice to any other lienholder and without the lien of this mortgage losing its priority over such other liens and encumbrances; that all sums secured by this mortgage shall become due and payable forthwith, at the option of Mortgagee, if Mortgagors shall convey or contract to convey the mortgaged premises or permit any legal or equitable title interest in said realty to become vested in any other person, firm or corporation; that Mortgagee shall be subrogated to any lien or claim (including all security therefor) paid by or with any part of the monies advanced or secured by this mortgage; that Mortgagee and its agents are authorized to go upon and inspect the premises herein mortgaged at any time to ascertain if Mortgagors are complying with the terms of this mortgage.

6. That all covenants contained in this mortgage shall run with the land and be obligatory upon any successors in ownership of said real estate and their taking possession of said real estate shall constitute evidence of their agreement to be bound thereby and the acceptance of any title interest in said realty shall render any person, firm or corporation personally liable to perform the terms of this mortgage and pay all indebtedness secured hereby.

7. Mortgagors shall be in default of this mortgage if any of the following occurs: Mortgagors do not make payment when due of any part or all of the indebtedness secured by this mortgage; Mortgagors commit fraud or make a material representation in connection with the Home Equity Line Agreement or account or this mortgage; Mortgagors' action or failure to act adversely affects the real estate or any other collateral securing their indebtedness or the Mortgagee's right in the real estate or other collateral, including but not limited to Mortgagors' transfer of title or sale of the real estate without the permission of Mortgagee; Mortgagors' failure to maintain required insurance or to pay taxes when due on the real estate; Mortgagors' permitting the filing of a lien senior to that held by Mortgagee and not disclosed in this mortgage in paragraph 10; the death of Mortgagor, if the sole title holder; the death of one of two or more Mortgagors, if the security is adversely affected thereby; the real estate's taking through eminent domain; foreclosure by a prior lien holder; the filing of a judgment against Mortgagors such that Mortgagee's security is adversely affected; Mortgagors' committing waste or otherwise destructively using or failing to maintain the real estate such that the action adversely affects Mortgagee's security; Mortgagors' illegal use of the real estate such that it subjects the real estate to seizure; Mortgagors' moving from the real estate, if that action adversely affects the security. If default be made or occurs as defined by the terms of this mortgage, Mortgagee, at its exclusive option, may declare all unpaid indebtedness secured by this mortgage immediately due and payable without notice or relief from valuation and appraisal laws and with interest thereon at the rate set forth in the Home Equity Line Agreement for which this mortgage is security and foreclose this mortgage. If proceedings to foreclose this mortgage are instituted, all costs of foreclosure, title reports, continuation of abstracts, court costs, attorneys' fees and other expenses of such foreclosure shall be secured by this mortgage, and Mortgagors shall be personally liable therefor to Mortgagee with interest as aforementioned.

8. That should proceedings to foreclose this mortgage be instituted, the Mortgagee may apply for the appointment of a receiver (and the Mortgagor hereby consents to the appointment of a receiver if there has been any default as defined by the terms of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the Mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the Mortgagors.

9. That time is of the essence of this mortgage contract and that the waiver of any options or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. The failure of Mortgagee to exercise any option at any time shall not preclude or bar Mortgagee from exercising such option at a subsequent time. This agreement shall be binding on Mortgagors and their heirs, personal representatives, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

10. Other:

IN WITNESS WHEREOF, Mortgagors have subscribed the name of Mortgagors this April 16, 2001

day of _____

Sergio Chavez

Venita Chavez

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STATE OF INDIANA }
LaPorte COUNTY } ss:

Before me, the undersigned, a Notary Public in and for said county and state, this 16th
day of April, 2001, personally appeared Sergio Chavez and
Verita Chavez, Husband and Wife.

and acknowledged the execution of the above and foregoing mortgage.

Witness my hand and notarial seal the day, month and year last above written.

Robert G. Barkley
Notary Public
ROBERT G. BARKLEY
A Resident of LaPorte County, Indiana

My commission expires:

4/18/2003

Property of Cook County Clerk's Office

This instrument was prepared by Robert Barkley, PBO