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2002-03-06 10:02:58

Cook County Recorder 23.50



0020252051

OPEN-END REAL ESTATE MORTGAGE

The Mortgagors, ROBERT A. AND LEANNE M. BOEHM, JOINT TENANTS, 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:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE, WHICH DESCRIPTION IS PART OF THIS MORTGAGE.

to secure the repayment of a Real Estate COD Revolving Loan Agreement of even date, payable to Mortgagee in monthly installments, 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 under the above described Real Estate COD Revolving Loan Agreement or any future Real Estate COD Revolving Loan Agreement; 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 \$25,000.00.

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 Real Estate COD Revolving Loan Agreement, at Mortgagee's option, without notice or demand, shall render the entire unpaid balance of said Real Estate COD Revolving Loan Agreement at once due and payable (including any unpaid Interest).

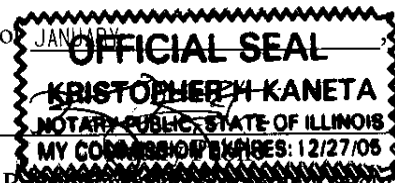
Dated this 28TH day of JANUARY, 2002

Robert A. Boehm (SEAL)
ROBERT A. BOEHM
STATE OF ILLINOIS, COUNTY OF COOK) ss

Leanne M. Boehm (SEAL)
LEANNE M. BOEHM

The foregoing instrument was acknowledged before me this 28TH day of JANUARY, 2002, by ROBERT A. AND LEANNE M. BOEHM

My Commission expires 12/27/05



I hereby acknowledge that all parties obligated on the Real Estate COD Revolving Loan Agreement secured by this mortgage have received written notice of the right to rescind the loan.

Robert A. Boehm Leanne M. Boehm
ROBERT A. BOEHM LEANNE M. BOEHM (Borrower's Signature)

This instrument was prepared by WELLS FARGO FINANCIAL ILLINOIS, INC. 1191 E. DUNDEE RD. PALATINE, IL 60074.

Handwritten initials: B-1, P-2, my

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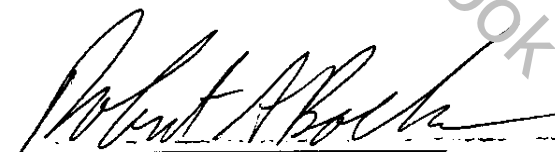
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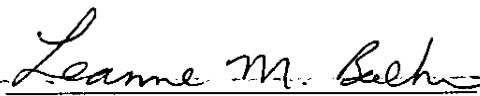
ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE DATED JANUARY 28, 2002, ROBERT A. AND LEANNE M. BOEHM, MORTGAGORS.

LOT 24 IN CLOCK 2 IN RANDVIEW HIGHLANDS, BEING A SUBDIVISION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 42-NORTH, RANGE 11-EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 03-34-06-021



ROBERT A. BOEHM



LEANNE M. BOEHM

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