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2002-11-21 11:40:24
Cook County Recorder 38.50



0021291535

Prepared by:
Edward Jones Mortgage, LLC
2710 S Fifth Avenue
Minneapolis, MINNESOTA 55408
888-304-9242

WHEN RECORDED MAIL TO:
FIDELITY NATIONAL -LPS
P.O. BOX 19523
IRVINE, CA 92623-9523

WFIA
Loan Number: 6544608046

(Space Above This Line for Recording Data)

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is **November 4, 2002**, and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: Josephine M Brod or her successor in trust, as trustee of the Josephine M Brod trust, dated August 30, 1999

8044 Prospect Court
Niles, ILLINOIS 60714

LENDER: Edward Jones Mortgage, LLC
2710 S Fifth Avenue
Minneapolis, MINNESOTA 55408

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

See Attached Exhibit 'A'; Third Party Rider

Parcel Identification Number: 09-23-402-070-0000

The property is located in Cook County at

8044 Prospect Court
Niles, ILLINOIS 60714

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

JMB JPS
E.P.

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
8. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
9. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

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10. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagee irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagee will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagee may collect, receive, enjoy and use the Rents so long as Mortgagee is not in default under the terms of this Security Instrument.

Mortgagee agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagee until the Secured Debt is satisfied. Mortgagee agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagee of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagee will endorse and deliver to Lender any payment of Rents in Mortgagee's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagee warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagee also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

11. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagee agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagee will perform all of Mortgagee's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

12. **DEFAULT.** Mortgagee will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagee will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

13. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagee with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagee is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagee's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

14. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagee agrees to pay all of Lender's expenses if Mortgagee breaches any covenant in this Security Instrument. Mortgagee will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagee agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.

15. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 *et seq.*), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance" or "regulated substance" under any Environmental Law.

Mortgagee represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

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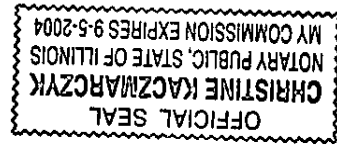
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- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgage and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgage shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgage shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgage shall immediately notify Lender in writing as soon as Mortgage has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
16. **CONDEMNATION.** Mortgage will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgage authorizes Lender to intervene in Mortgage's name in any of the above described actions or claims. Mortgage assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
17. **INSURANCE.** Mortgage shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier provided the insurance shall be chosen by Mortgage subject to Lender's approval, which shall not be unreasonably withheld. If Mortgage fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgage shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgage shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgage shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss, if not made immediately by Mortgage.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment not change the amount of any payment. Any excess will be paid to the Mortgage. If the Property is acquired by Lender, Mortgage's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
18. **ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgage may be required to pay to Lender funds for taxes and insurance in escrow.
19. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgage will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgage's obligations under this Security Instrument and Lender's lien status on the Property.
20. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgage signs this Security Instrument but does not sign an evidence of debt, Mortgage does so only to mortgage Mortgage's interest in the Property to secure payment of the Secured Debt and Mortgage does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgage, Mortgage agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgage or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgage agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgage's consent. Such a change will not release Mortgage from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgage and Lender.
21. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
22. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagee will be deemed to be notice to all mortgagees.

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My commission expires: (Seal)

by Josephine M Brod, Trustee

Signature of Notary Public

} ss.

STATE OF Illinois, COUNTY OF Cook, day of Nov. 2002

ACKNOWLEDGMENT:

Josephine M Brod, Trustee (Seal)

-Borrower (Seal)

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

- 23. WAIVERS, Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
24. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$160,000.00. This limitation of amount does not include interest, attorneys' fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:
[X] Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
[X] Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
[X] Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
[X] Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. (Check all applicable boxes)
[] Condominium Rider
[] Planned Unit Development Rider
[X] Other Equity Line Rider
[] Additional Terms.

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LOT 8 IN KUMPEL MILLER SUBDIVISION, BEING A SUBDIVISION OF OUT
LOT A OF HOME AND COMMUNITY PLANNING ASSOCIATION COVENTURE
ADDITION TO THE VILLAGE OF NILES, BEING A SUBDIVISION OF THE
SOUTH
EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP
41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
EXCEPTING THEREOF THE EAST 10 ACRES; ALSO THE NORTH EAST
QUARTER OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 41
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.
SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS,
OR, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

EXHIBIT "A"

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Trustee

Trustee Josephine M. Brod

Josephine M. Brod

Instrument.

hereunder only insofar as their interest in the Property is made subject to the Security instrument. The undersigned is/are not liable for the debt evidenced by the Note and is a party(s)

"Borrower" in the context of the requirements under the Note shall refer to the Debtor. obligations pertaining to the Property shall refer to the undersigned. The use of the term the foregoing, the use of the term "Borrower" in the context of warranties, representations and Debtor if the context in which the term is used so requires. Without limiting the generality of Consequently, references in the text to "Borrower" refer to the undersigned and the

in this Security Instrument to secure the Note of the Debtor to the Lender. mortgage/deed of trust and grant of security interest by each of them in the Property described With respect to the undersigned, this Security Instrument constitutes a third party

"Debtor") Note to Lender.

undersigned to secure _____,s (the

Deed of Trust or Security Deed ("the Security Instrument") of the same date, given by the

THIS THIRD PARTY RIDER is made this 7TH day of NOVEMBER, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage.

THIRD PARTY RIDER

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Equity Line Rider

(Open-end credit with variable rate fixed rate) This Equity Line Rider is dated November 4, 2002 and is an amendment to the Mortgage or Deed of Trust

Josephine M Brod ("Borrower") to secure Borrower's Equity Line Agreement with Edward Jones Mortgage, LLC ("Lender") of the same day covering the property described in the Mortgage and located at: 8044 Prospect Court Niles, ILLINOIS 60714 ("Property Address")

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. The word "Note," as used in the Mortgage and this Rider, refers to the Home Equity Line of Credit Agreement between Borrower and Lender under which future advances may be made. The amount stated in the Mortgage as the principal sum of the indebtedness is the current credit limit for the line of credit. All future advances from Lender to the Borrower under such advances and advances to cure breaches or discretionary shall be secured by the Mortgage. All obligatory future loans or advances which exceed \$160,000.00 (which replicates the current provision to make additional or future agreement providing for obligatory future advances) All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

The Note provides for:
The variable Daily Periodic Finance Charge Rate is equal to 1/365 (1/366 during leap years) of annual rate of 0.250% (the "Margin" or "Spread") plus the "Index Rate". The Index Rate is the highest prime rate published in *The Wall Street Journal* "Money Rates" table on the last business day of the prior whole calendar month.
The variable Daily Periodic Finance Charge Rate may increase monthly if the Index Rate increases. The initial variable Daily Periodic Finance Charge Rate is 0.0136986%. This corresponds to an ANNUAL PERCENTAGE RATE of 5.000%. The variable Daily Periodic Finance Charge Rate on my Account will be adjusted on the first calendar day of the month, using the Index Rate published on the last business day of the prior whole calendar month. I understand that any increase will cause me to make larger monthly payments. The maximum ANNUAL PERCENTAGE RATE that can apply is 18.00%.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$0.00. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO MORTGAGES AND LIENS.

Josephine M. Brod 11-7-02
Date

Date

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