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2002-12-05 08:20:52

Cook County Recorder

32.00



WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Prepared by: S. ORTIZ

MSN SV-79 / DOO'SMENT CONTROL DEPT. P.O. DOY 10266 VAN NUYS, CALIFORNIA 91410-0266

AMERICA'S WHOLESALE LENDER 1011 WARRENVILLE RD. #115 LISLE, IL 60532-

DOC ID #: 00002158710855092

ESCROW/CLOSING #:ST5042588

MORTGAGE

(Line of Credit)

THIS MORTGAGE, dated November 22nd 2002, , is between BRADLEY A. CURTIS, AN UNMARRIED MAN

419 MILFORD COURT, SCHAUMBURG, IL 60193-

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and AMÉRICA'S WHOLESALE LENDER

with an address at

4500 Park Granada, Calabasas, CA 91302

and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you the premises located at:

419 MILFORD COURT, SCHAUMBURG

Street, Municipality

COOK

Illinois 60193-

(the "Premises").

County

Page 1 of 6

 HELOC - IL Mortgage 1C5541IL (04/02)



BOX 333-CTI

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DOC ID # 00002158710855092

and further described as: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PIN 07-28-402-012

Parcel ID #: 07 28-402-012

The Premises includes (althuildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ 21,250.00 or so much thereof as may be advanced and readvan ed from time to time to BRADLEY A. CURTIS

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated , plus interest and costs, late charges and all other charges related to the loan, all November 22, 2002 of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amen in ents, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

- (a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents rula ing to the Premises when they become due. We will not claim any credit on, or make deduction from, the loar vi der the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.
- (b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and Initials: BAO regulations of the condominium or planned unit development and constituent documents.

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STATE OF ILLINOIS,

DOC ID # 00002158710855092 Meter County ss:

MANY ANNE. WEGA Notary Public in and for said county and state do hereby certify that BLADLEY A CURTIS

, 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

signed and delivered the said instrument as free and voluntary act, for the uses and purposes

the rein set forth.

Given under my hand and official seal, this

day of NOVEMBEL, 2002

My Commission Expires

This Instrument was prepared by:

MARY ANNE WELTCH Notory Public, State of Illinois My Commission Expires 01/03/06 FOOT COUNTY CLOPA'S OFFICE

BAO

21340308

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DOC ID # 00002158710855092

requested, to your address at
AMERICA'S WHOLESALE LENDER
4500 Park Granada, Calabasas, CA 91302

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.

THIS MORTGAGE has been signed by each of vis under seal on the date first above written.

Sealed and delivered in the presen	ice of:	B. 10	a Cu	etes	
WITNESS:		Bradly By li	JO Ra		(SEAL)
	Mortgag	gor: BRADLEY A.	CURTIS W	toing in	(SEAL)
			(6	74,	(SEAL)
	Mortgag	gor:		\supplesting \(\supplesting \)	X.C.
	Mortga	gor:			(SEAL)
		·			(SEAL)
	———— Mortga	ngor:			(SEAL)

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 ST5042588 NWA

STREET ADDRESS: 419 MILFORD CT

CITY: SCHAUMBURG

TAX NUMBER: 07-28-402-012-0000

LEGAL DESCRIPTION:

LOT 18234 IN WEATHERSFIELD UNIT 18, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 27 AND THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10, PRIN OCCUMENTAL CLOSE STATES OFFICE EAST OF THE TYIKO PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1970 AS DOCUMENT 21129673, IN COOK COUNTY, ILLINOIS.

COUNTY: COOK

LEGALD MWA 11/23/02