## UNOFFICIAL CORY 175334

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## **OPEN-END REAL ESTATE MORTGAGE**

JOINT TENANTS  The Mortgagors   FRANCE   FRANCE   The Mortgago and warrant to Wells Forgo Financial Illinois
The Mortgagors, LERUY J. & JUNE E. SUMMERHILL, mortgage and warrant to Wells Fargo Financial Illinois, Inc., Mortgagee, the foliowing described real estate situated in the County of COOK, State of
Illinois, to wit:
LOT 3 IN BLOCK 13 IN VENDLEY'S SERKELEY HIGHLANDS UNIT NO. 4, BEING
A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION 7,
TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1954 AS
to secure the repayment of a Real Estate COD Pevolving 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 loan at to Mortgagors by Mortgagee under the above described Real Estate COD Revolving Loan Agreement or any future Peal Estate COD Revolving Loan Agreement; provided however, that the principal amount of the outstanding interiotedness 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 it 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 shair 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).
Lakes J Summerfell (SEAL)
LEROY J. SUMMERHILL STATE OF ILLINOIS, COUNTY OF COOK  STATE OF ILLINOIS OF COUNTY OF COOK  STATE OF ILLINOIS OF COOK  STATE OF ILLINOIS OF COUNTY OF COOK  STATE OF COOK  STATE OF ILLINOIS OF COOK  STATE OF COO
The foregoing instrument was acknowledged before me this 27TH day of JANUARY ,2003 , by LEROY J. AND JUNE E. SUMMERHILL .
My Commission expires 7/29/2005 Levi Mahael Jullium
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.  OFFICIAL SEAL  KEVIN MICHAEL SULLIVAN  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPÍRES 7-29-2005  This instrument was prepared by WELLS FARSO FINANCIAL ILLINOIS, INC. 111 E. NORTH AVE GLENDALE HTS. II. 6013
15-07-116-003 18-07-116-003