Gary O Hay and	his ist went was view red by Name) Kathy Glarratano
Janice A Hay his wife,	(address) 5455 West Belmont Avenue Chicago, IL 60641
Danies & May Mis Wile,	FIDELITY FEDERAL SAVINGS BANK
	5455 WEST BELMONT AVENUE CHICAGO, IL 60641
	(312) 736-3000
MORTGAGOR "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgagee, its successors and assigns.
REAL ESTATE MORTGAGE: For value received,	Hay and Janice A Hay his wife,
, mortgage and warrant to you	to secure the payment of the secured debt described below, on, the real estate described below and all rights, easements,
	cure improvements and fixtures (all called the "property"). Chicago
LEGAL DESCRIPTION:	
	0030181167
LOT 11 IN COLUCTIA HEIGHTS, A SUBDIVISION OF THAT PART OF THE EAST HALF OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE REFERENCE BEING HAD TO PLAT RECORDED AS D'O'MENT NUMBER 83702000 IN COOK COUNTY, ILLINOIS	
Q _C	0030181167
P.I.N.#12-24-405-031-0000	5860/0148 95 801 Page 1 of 2
	2003-02-06 10:42:36
	BOX 158 Cook County Recorder 46.00
located in	County, Illinois.
TITLE: I covenant and warrant title to the proportion ordinances, current taxes and assessments	erty, except for encumbrances of record, municipal and zoning
	10
agreements contained in this mortgage and	t of the secured debt and the performance of the covenants and in any orber document incorporated herein. Secured debt, as used we you under this mortgage or under any instrument secured by this
- ~	instruments and greements secured by this mortgage and the dates Agreement Date 01/18/03
XXFuture Advances: All amounts owed	d under the above agreement are secured even though not all amounts
may yet be advanced. Future adva will have priority to the same e	nces under the agreement are contemplated and will be secured and extent as if made on the lake this mortgage is executed.
🛣 Revolving credit loan agreement date	d 01/18/03 , with initial annual
will be secured and will have prior	%. All amounts owed under this agreement are secured ever vanced. Future advances under the agreement are contemplated and ity to the same extent as if muce on the date this mortgage is
The above obligation is due and payable of	n
of: FIFTY THOUSAND & 00/100	Dollars (\$ 50,000.00), e for the payment of taxes, special asses, monts, or insurance or
XXVariable Rate: The interest rate on the c	obligation secured by this mortgage may vary a cording to the terms
of that obligation. A copy of the loan agreement contair to this mortgage and made a part her	ning the terms under which the interest rate may vary is attached
	l covenants contained in this mortgage and in any riders described
- //	Condo Or PUD () 1-4 Family
Jan Certen	Vanicktal
/	
ACKNOWLEDGEMENT: STATE OF ILLINOIS, The foregoing instrument was acknowled	dged before me this eighteenth of January , 2003
by Gary O Hay and Janice A Hay	his wife,
Corporate or Partnership Of	(Name of Corporation or Partnership)
(Seal) SEVE	FICIAL SEA on benalt of the corporation of partnership. TTE TROUTMAN THE OF HUNOIS
NOTARY My Con	PUBLIC. STATE OF ILLINOIS Public. (Notary Public)

7\$1 (Pg. 1 of 2)

- 1. Payments. I agree to make air payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. I agree to pay all of your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or your court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the cost of managing the project, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debter provided in Covenant 1.
- 8. Waiver of Homesteal. I hereby waive all rights of homestead exemption in the property
- 9. Leaseholds; Condomini mr; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Pe.form for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties of cause them to be performed. You may sign my name or pay nay amount if necessary for performance. If any constructions on the property is discontinued or not carried on in a reasonable manner you may do whatever is necessary to protect your security interests in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured lebt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection
- 12. Condemnation. I assign to you 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 will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or this secured debt without my consent. Such a change vill not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by derivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.