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2003-03-14 12:49:44  
Cook County Recorder 46.50



03-681



344-397719

**CONSIDERATION AND GRANT OF MORTGAGE**

MORTGAGE DATE *February 14, 2003*

The mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Home Equity Loan Account Contract ("Account"), Mortgage is obligated to make advances on a continuing basis, for ten (10) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to the Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult the Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) grants, conveys and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and buildings and fixtures.

**PROPERTY DESCRIPTION**

*LOTS 40 AND 41 IN THE SIMPSON KEELER ADDITION TO THE HIGHLANDS SUBDIVISION OF THE EAST 1/8 OF THE NORTH 3/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS

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*Borrower Mailing Address:  
9356 KEELER AVE SKOKIE, IL 60076*

MORTGAGOR(S)				MORTGAGEE			
NAME(S) <i>WILLIAM J DECKER SONDRA DECKER</i>				NAME(S) <b>First Indiana Bank, N.A.</b>			
ADDRESS <i>9356 KEELER AVE</i>				ADDRESS <b>135 N. Pennsylvania</b>			
CITY <i>SKOKIE</i>				CITY <b>Indianapolis</b>			
COUNTY <i>COOK</i>		STATE <i>IL</i>		COUNTY <b>Marion</b>		STATE <b>Indiana</b>	
PRINCIPAL AMOUNT <i>Fifty Thousand and 00/100</i>				\$ <i>50,000.00</i>			

**COLLATERAL FOR ACCOUNT.** This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

**PAYMENT.** The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.

**COLLATERAL PROTECTION.** The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

**DUE ON SALE.** In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.

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**PAYMENT OF SUPERIOR INTERESTS.** The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

**FORECLOSURE COSTS.** Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.

**POWER OF SALE.** The Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default on the payment of any indebtedness secured by this Mortgage or commit any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amounts Due. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

**PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**SIGNATURES - MORTGAGOR(S)/WITNESSES**

Signed and sealed by Mortgagor(s):

X *William J Decker*  
Mortgagor's Signature WILLIAM J DECKER

X *Sondra Decker*  
Mortgagor's Signature SONDRA DECKER

X \_\_\_\_\_  
Mortgagor's Signature

X \_\_\_\_\_  
Mortgagor's Signature

Signed and delivered in the presence of:

X \_\_\_\_\_  
Witness' Signature

X \_\_\_\_\_  
Witness' Signature

**NOTARIZATION**

State of IL  
County of COOK

On this the 14th day of February 14, 2003, before me,  
, the undersigned officer, personally appeared

WILLIAM J DECKER, SONDRA DECKER

known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he/she/they executed the same for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Account # 8731397719

Drafted by: FIRST INDIANA BANK, N.A.  
Address: 135 N. PENNSYLVANIA STREET  
City & State: INDIANAPOLIS, IN. 46204  
PREPARED BY: AMANDA BERGER

My Commission Expires: 5/15/04 Title of Officer \_\_\_\_\_  
County of Residence: \_\_\_\_\_

When Recorded Return To:  
First Indiana Bank, N.A.  
P.O. Box 441159 GTC937  
Indianapolis, IN 46244-1159



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*Michelle Connors*