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Cook County Recorder of Deeds
Date: 05/14/2003 08:45 AM Pg: 1 of 9

Prepared by
RECORDED MAIL TO:

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Prepared by: S. ORTIZ

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P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

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

DOC ID #: 00003014609359104

ESCROW/CLOSING #: 030313092

World Title Guaranty, Inc.
880 N. York Road
Elmhurst, IL 60126

MORTGAGE
(Line of Credit)

WORLD TITLE # 13412 1/2

THIS MORTGAGE, dated March 24th, 2003, is between
DIEGO MANGAWAN, AND ELIZABETH MANGAWAN HUSBAND AND WIFE AS TENANTS BY TH
ENTIRETY

residing at
4924 NORTH LEAVITT, CHICAGO, IL 60625
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and
Countrywide Bank, a Division of Treasury Bank, N.A.
with an address at
1199 North Fairfax St. Ste.500, Alexandria, VA 22314
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:
4924 NORTH LEAVITT, CHICAGO

COOK County Illinois 60625 Street, Municipality (the "Premises").
ZIP

Initials: *J En*



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LOT 2 IN WAGNER'S SUBDIVISION OF THE EAST 1/2 AND THE EAST 10 FEET OF THE WEST 125 FEET OF THE WEST 1/2 OF BLOCK 5 IN SUBDIVISION BY MARIA CART AND OTHERS OF THE SOUTHEAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-07-313-021

Property of Cook County Clerk's Office

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and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PIN 14-07-313-021

Parcel ID #: 14-07-313-021

The Premises includes all buildings, 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 \$ 50,800.00 or so much thereof as may be advanced and readvanced from time to time to

DIEGO MANGAWAN

ELIZABETH MANGAWAN

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated March 24, 2003, plus interest and costs, late charges and all other charges related to the loan, all 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, amendments, 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 relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under 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 regulations of the condominium or planned unit development and constituent documents.

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(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 03/21/2003 and given by us to COUNTRYWIDE HOME LOANS as mortgagee, in the original amount of \$322,700.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

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(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt

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requested, to your address at

Countrywide Bank, a Division of Treasury Bank, N.A.
1199 North Fairfax St. Ste.500, Alexandria, VA 22314

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 us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:

Mortgagor: DIEGO MANGAWAN (SEAL)

Mortgagor: ELIZABETH MANGAWAN (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

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STATE OF ILLINOIS,

Cook

County ss:

I, *Mary E. NORROD*, a Notary Public in and for said county and state do hereby certify that

DIEGO MANGAWAN & ELIZABETH MANGAWAN

, 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 he 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 *24* day of *MARCH* 2003

My Commission Expires

This Instrument was prepared by:



Mary E. Norrod

Notary Public

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Prepared by: S. ORTIZ

**Countrywide Bank, a Division of
Treasury Bank, N.A.**

DATE: 03/24/2003
 BORROWER: DIEGO MANGAWAN
 CASE #:
 LOAN #: 030146093
 PROPERTY ADDRESS: 4924 NORTH LEAVITT
 CHICAGO, IL 60625

BRANCH #995
 1011 WARRENVILLE RD. #115
 LISLE, IL 60532-
 (630)969-7600
 Br Fax No.: (630)852-5700

**NOTICE OF RIGHT TO CANCEL
Home Equity Line of Credit**

Your Right to Cancel: We have agreed to establish an open-end credit account for you, and you have agreed to give us a security interest in your home as security for the account. If all or some portion of your account is used to finance the downpayment for the purchase of the property identified above ("the Purchase Portion"), we are permitted to disburse the Purchase Portion of your account prior to the expiration date indicated below in the section entitled "How to Cancel."

You have a legal right under federal law to cancel the security interest applicable to the remainder of the funds available in your account ("the Nonpurchase Portion"), without cost, within three business days after the latest of the following events:

1. the opening date of your account which is 03/24/2003 ; or
2. the date you received your Truth-in-Lending disclosures; or
3. the date you received this notice of your right to cancel the account.

The Nonpurchase Portion of your line includes any funds from the Purchase Portion that you subsequently repay and then use again for some other purpose. If none of the account is being used to purchase the property identified above, then the Nonpurchase Portion is the entire amount of the account. If you cancel, your cancellation will apply only to the Nonpurchase Portion and to the security interest resulting from that portion. It will not affect the amount you owe for the Purchase Portion, and it will not affect the security interest we have in your home for the Purchase Portion but it will terminate your ability to take additional funds from your account. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the security interest in your home has been reduced by the amount of the Nonpurchase Portion or cancelled, if applicable. If we require you to sign any documents or take any actions in connection with reducing the security interest, you must do so. We must return to you any money or property you have given to us or to anyone else in connection with the Nonpurchase Portion.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel: If you decide to cancel the account, you may do so by notifying us in writing, at:

Countrywide Bank, a Division of Treasury Bank, N.A.
 1011 WARRENVILLE RD. #115
 LISLE, IL 60532-

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of 03/27/2003 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature DIEGO MANGAWAN

Date _____

The undersigned each acknowledge receipt of two completely filled in copies of the above Notice of Right to Cancel.

Each of the undersigned has the right to cancel. The exercise of this right by one of the undersigned shall be effective as to all of the undersigned.

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Prepared by: S. ORTIZ

LOAN #: 030146093

Date 03/24/2003

Name DIEGO MANGAWAN
Address 4924 NORTH LEAVITT
City, State, Zip CHICAGO, IL 60625

Home Equity Line of Credit Initial Draw Acknowledgment

I have requested an initial draw to be disbursed from my line of credit at the time of closing.

Please select one of the following:

- 1. I have requested an initial draw of \$15,000.00
- 2. The correct amount of my request for the initial draw is:

_____ (fill in with amount requested)

Note to Closing Agent/Notary: If the borrower selected #2 above, you must contact Lender immediately for further instructions.

I acknowledge and understand that the initial draw amount includes any amounts that are used to pay off creditors and/or closing costs, and that the balance will be disbursed to me directly by the closing agent.

I acknowledge and understand that I am responsible for interest due on the full amount of the initial draw starting from the day of funding.

3-24-03
Date

[Signature]
Borrower DIEGO MANGAWAN

3-24-03
Date

[Signature]
Borrower ELIZABETH MANGAWAN

Date

Borrower

Date

Borrower

Closing Agent/Notary:

[Signature]
(Closing Agent/Notary)

hereby confirm the borrower requested an initial draw

amount of \$15,000.00
(fill in with amount requested)

If the borrower selected #2 above, I acknowledge having established immediate contact with Lender and received the necessary instructions from Lender prior to closing.