## UNOFFICIAL COPYMENT

Eugene "Gene" Moore Fee: \$26.50 Cook County Recorder of Deeds Date: 08/29/2003 12:32 PM Pg: 1 of 1

MAIL TO: WE'LS FARGO FINANCIAL

S62 CIVIC CENTER DRIVE

NILES IL 60714 OPEN-END REAL ESTATE MORTGAGE

The Mortgagors, RODR GUZZ, RICHARD & MIRIAM, mortgage and warrant to Wells Fargo Financial Illinois, Inc., Mortgagee, the following described real estate situated in the County of COOK, State of Illinois, to wit:

LOT 42 (EXCEPT THE NORTH 1 FOOT OF SAID LOT) AND THE NORTH 7 FEET OF LOT 41 IN BLOCK 1 IN CLARK AND SEXTON'S ADDITION TO MONT CLARE IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1508901 IN COOK COUNTY, ILLINOIS.

to secure the repayment of a Home Equity Revelving 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 leaned to Mortgagors by Mortgagee under the above described Home Equity Revolving Loan Agreement or any fuur. Home Equity Revolving Loan Agreement; provided however, that the principal amount of the outstanding indept class owing to Mortgagee by Mortgagors at any one time shall not exceed the sum of \$250,000.00.

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 comnit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as it is treest 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 shall 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 Home Equity Revolving Loan Agreement, at Mortgagee's option, without notice or demand, shall render the entire unpaid balance of said Home Equity Revolving Loan Agreement at once due and payable (including any unpaid Interest).

Agreement at once due and payable (including	any unpaid I	nterest).		
Dated this 25TH day of AUGUST	, 2003	3	1	
Control Most	(SEAL)	Mirlan	Rodrigue,	(SEAL)
RICHARD RODRIGUEZ STATE OF ILLINOIS, COUNTY OF <u>COOK</u>		MIRIAM RODRIGU )ss	$A \leftarrow i$	
The foregoing instrument was acknowledged be by <u>RICHARD &amp; MIRIAM RODRIGUEZ</u>	efore me this	25TH day of AUG	UST	, 2003 ,
My Commission expires 3/19/07		March	la li	
			Notary Public	
hereby acknowledge that all parties obligate	ed on the He	me Equity Revolvi	ing Loan Agreement	secured by this
hereby acknowledge that all parties obligate mortgage have received written notice of the right	ht to rescind	the loan,	£ 00.	0
Z MALITEW ADAM HINDMAN	Z	Man Man	- HUYURAM	K CONTINUE
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 03-19-07	RICH#	ARD RODRIGUEZ (E	Borrower's Signature)	MIRIAM RODRIGUE
This instrument was prepared byWELLS FARG	O FINANCIAL	ILLINOIS. INC		

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