



Doc#: 0326041067
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 09/17/2003 03:47 PM Pg: 1 of 1

OPEN-END REAL ESTATE MORTGAGE

The Mortgagors, DAVIS, JAMES W. (SOLE OWNER), 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 26 IN BLOCK 6 IN JOHN J. RUTHERFORD'S FIFTH ADDITION TO MONTE CLARE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 24, LYING SOUTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

to secure the repayment of a Home Equity Revolving 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 loaned to Mortgagors by Mortgagee under the above described Home Equity Revolving Loan Agreement or any future Home Equity Revolving Loan Agreement; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time shall not exceed the sum of ~~\$250,000.00~~ \$10,000.00

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 its 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 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).

Dated this 10TH day of SEPTEMBER, 2003.

[Signature] (SEAL) _____ (SEAL)

STATE OF ILLINOIS, COUNTY OF LAKE) ss

The foregoing instrument was acknowledged before me this 10TH day of SEPTEMBER, 2003, by JAMES W. DAVIS

My Commission expires 12/31/05



[Signature]
Notary Public

I hereby acknowledge that all parties to this Home Equity Revolving Loan Agreement secured by this mortgage have received written notice of the right to rescind the loan.

[Signature]
JAMES W. DAVIS (Borrower's Signature)

This instrument was prepared by WELLS FARGO FINANCIAL ILLINOIS, INC.
860 CIVIC CENTER DRIVE
NILES, IL 60714

17-24-318-011

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