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Tax Parcel Number:

08-11-416-014

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:
LOT 2 AND THE NORTH 15 FEET OF LOT 3 IN BLOCK 17 IN PROSPECT PARK COUNTRY CLUB BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 11 AND THE SOUTH 15 ACRES OF THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees, the real property in _____ County, Illinois described below, and all rights and interest in it Borrower ever gets:

_____ assigns.
400 E. Main Street, Stockton, CA 95290 ("Lender") and its successors or existing under the laws of the United States of America, and whose address is Washington Mutual Bank, FA, a federal association, which is organized and ("Borrower"); in favor of:

whose address is: 602 S CAN DOTA AVE MOUNT PROSPECT, IL 60056-3616

THIS MORTGAGE is from ANDREW J. KRIPP
Washington Mutual
REVOLVING CREDIT MORTGAGE (ILLINOIS)

Loan Number: 0649123569

When Recorded Mail to: WAMU
Optima Information Solutions @ 1700 Carnegie Ave. #200, Sa. Ana, CA 92705
ATTN: OPTIMA
This Mortgage was prepared by: ERIN OWEN
3200 SW FREEWAY, 24TH FLOOR HOUSTON, TX 77027

Doc#: 0330349223
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/30/2003 01:48 PM Pg: 1 of 5



Consumer Loan Records Center
1170 Silber RD, Houston, TX 77055
orded

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together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property". If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

2. Obligation Secured.

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a Home Equity Line of Credit Agreement with Lender with a maximum credit limit of \$50,000.00 (the "Credit Agreement") including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for a variable rate of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 10/15/2033 (the "Maturity Date"). All of this money is called the "Debt".

(b) In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within thirty (30) years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of Lender. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Section 2(a) of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

3. Representations of Borrower. Borrower represents that:

(a) Borrower is the owner of the Property, which is unencumbered except by easements reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and

(b) The Property is not used for any agricultural or farming purposes.

4. Promises of Borrower. Borrower promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and,

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9. **Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other

8. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender

secured party under the Uniform Commercial Code as then in effect in the State of Illinois. Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Illinois. any other remedies available to a creditor under Illinois law. In connection with any portion of the Debt, Lender may, upon the occurrence of a default, as set forth in Section 7(a) above, institute the foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the remedies available to it under applicable Illinois law.

(b) Upon the occurrence of a default as set forth in Section 7(a) above, Lender may institute an action to foreclose this Mortgage under Illinois law. Lender may seek any other remedies available to it under applicable Illinois law.
(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the remedies available to it under applicable Illinois law.

(a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender and the total amount owed by Borrower on the day repayment is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

7. Remedies For Default.

6. **Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage, Lender may take any action required to comply with any such covenants without waiting any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this Section, Lender is not obligated to do so.

5. **Sale, Transfer, or Further Encumbrance of Property.** The loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser.

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Joining in Execution. If this box is checked the following applies:
 Mortgage to induce the Lender to make the loan and to create a valid, enforceable lien under Illinois
 does not undertake any
 responsibility for the payments of the note secured by this Mortgage or the performance of any of
 the warranties, terms, or conditions of this Mortgage.

15. Waiver of Homestead Exemption by Non-Borrower. To induce Lender to extend credit to
 Borrower, the undersigned hereby waives all right of homestead exemption in the property.

14. Waiver of Homestead. Borrower hereby waives all right to homestead exemption in the
 Property.

13. Miscellaneous. This Mortgage shall benefit and obligate the heirs, devisees, legatees,
 administrators, executors, successors, and assigns of the parties hereto. The words used in this
 Mortgage referring to one person shall be read to refer to more than one person if two or more have
 signed this Mortgage or become responsible for doing the things this Mortgage requires. This
 Mortgage shall be governed by and construed in accordance with Federal law and to the extent
 Federal law does not apply, the laws of the State of Illinois. In the event of any action hereunder or
 related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any
 provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any
 other provision of this Mortgage, but the Mortgage shall be construed as if not containing the
 particular provision or provisions held to be invalid, and all remaining rights and obligations of the
 parties shall be construed and enforced as though the invalid provision did not exist.

12. Payoff and Similar Statements. Unless prohibited by law, Lender may collect a fee in the
 amount determined by Lender, for furnishing a payoff demand statement or similar statement.

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice
 is provided to Lender as set forth above.

11. Limitation of Future Advances. In the event Borrower executes a Notice of Limitation of
 Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send a copy of
 each Notice by prepaid certified mail within two (2) business days of execution thereof to the
 attention of Loan Service Director at:
 WASHINGTON MUTUAL BANK, FA
 CONSUMER LOAN SERVICES
 PO BOX 91006
 SEATTLE, WA 98111

10. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this
 Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation
 costs of any satisfaction of this Mortgage.

proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to
 prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to
 collect the Debt, including without limitation any disposition of the Property under the Uniform
 Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate
 proceedings.

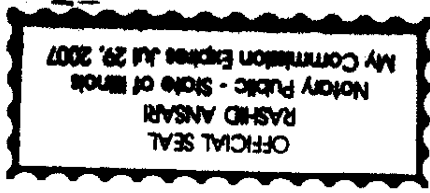
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Commission Number: 15351607
 Notary public in and for the state of ILLINOIS
 Printed/Typed Name: RASHID ANSARI

Rashid Ansari

produced Driver License - MA as identification, who is/are personally known to me or has

The foregoing instrument was acknowledged before me this 15th day of October, 2003 by Andrew J. Krupp



STATE OF ILLINOIS
 COUNTY OF Cook
 SS.

Andrew J. Krupp
 ANDREW J. KRUPP
 10/1/03

BORROWER(S):

DATED at MT Prospect, October, 2003, this 15th day of ILLINOIS

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