#### **UNOFFICIAL COPY**

County

nent was prepared by (and should be returned to:)

FIFTH THIRD BANK (CHICAGO) I:EQUITY LENDING DEPARTMENT 83RD AVE MERRILLVILLE, IN 46410

#650 Chipago, Illinois 60602 247 51 (23)

Doc#: 0401611031 |Eugene "Gene" Moore Fee: \$34.00 |Cook County Recorder of Deeds |Date: 01/16/2004 03:10 PM Pg: 1 of 6

(Space Above This Line for Recording Data)

000000000853893170

#### OPFN-END MORTGAGE

C004

MORTGAGE ("Security Instrument") is give 1 on December 22, 2003

nortgagor is ESA M SEVERA be

rower"). This Security Instrument is given to FIFTH THIRD BANK (CHICAGO)

1 is organized and existing under the laws of MICHIGAN and whose address is

701 E 83RD AVE MERRILLVILLE, IN +6410

10 wer owes Lender the principal sum of Seventy Five Thousand AND 00/100

("Lænder").

irs (U.S. 75,000.00). This debt is evidenced by Borrower's note dated the same dae as this Security Instrument te"), which provides for monthly payments, with the full debt, if not paid earlier, due and payar's on 12/22/23.

ECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals of, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the ity of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, towances or tedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and e repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof neighner Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender, with mortgage covenants, the following ibed property located in the County of COOK

Real Estate"):

SEE ATTACHED EXHIBIT "A"

h has the address of 8601 LE CLAIR AVE SKOKIE, IL 60077-0000 pperty Address");

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0401611031 Page: 2 of 6

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TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, purtuances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real tate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; d all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and nvey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness denced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, I the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.
- 2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against s by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; ovided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the ns secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such proval shall not be unreasonably with let. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower king payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender.

All insurance policies and renewal, the reof shall be in form acceptable to lender and shall include a standard mortgagee clause in

or of and in form acceptable to Lender and stall provide that the policies shall not be amended or canceled without thirty (30) days prior itten notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make not of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and impromise any insurance claims or bring suit to recoval thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's s, at Lender's option, either to restoration or repair of the Dieperty or to the sum secured by this Mortgage, and if, in the sole discretion Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or mand, elect to declare the whole of the remaining Indebtedness (we and payable and may invoke any of the remedies afforded it by law,

Unless Lender and Borrower otherwise agree in writing, any problem to proceeds to principal shall not extend or postpone the date of any installment payments agreed to by Lender and Borrower, in change the amount of such installments. If, under Item 17 reof, the Property is acquired by Lender, all right, title and interest of Borro ver in and to any insurance policies and in and to the occeds thereof, resulting form damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum ward by this Mortrage, immediately prior to such as a conscient. sured by this Mortgage, immediately prior to such sale or acquisition.

- 3. Charges; Liens. Borrower shall pay all taxes, liens, assessments and other courges, fines and impositions attributable to the operty, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof, trower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender eipts evidencing such payment.
- 4. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, orney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secure more than one note or other debt strument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrency on more than one of the tstanding notes.
- 5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the ovisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, rrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the conforminum or planned it development, and the by-laws and regulations of the condominium or planned unit development.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mor gage, or any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, cannot main, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrup of cedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the operty to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with rrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon ice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item hall require Lender to incur any expense or take any action hereunder.

- 7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other horizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in upliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in upliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations,
- nedules and timetables contained in the Environmental Laws;
  (b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or ure events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal oility, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or attended to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, ease or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or ste; and

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(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or and letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to

rommental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the erty. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and nses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing sentations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that ler shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. itionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during lab business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted unting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require unting principles covering the operation of the Property, should the same be income-producing. Lender may in its discretion require ower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and it and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable ender

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any demnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall laid to Lender. No awards or settle nexts shall be accepted without Lender's prior written consent.

Lender. No awards or settle dents shall be accepted without Lender's prior written consent.

Lender is authorized to setue any claim, collect any award, and apply the net proceeds, after deducting all costs of collection uding attorney's fees, at Lender's option either to restoration or repair of the Property, or to the sums secured by this Mortgage, and in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may nout further demand or notice elect to declare he whole of the remaining indebtedness immediately due and payable and may invoke of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone due date of any installment payments referred to in Lem 1 hereof or change the amount of such installments.

Reprover Not Released. Extension of the time for payment or medification of amortisation of the contraction of the state for payment or medification of amortisation of the contraction of the co

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this rtgage granted by Lender to any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, liability of the original Borrower and Borrower's successors is interest. Lender shall not be required to commence proceedings naturity of the original Borrower and Borrower's successors is interest. Lender shall not be required to commence proceedings inst any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of demand made by the original Borrower or Borrower's successor is in interest.

11. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or erwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of urance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of Indebtedness, Future Advances and Obligations secured by this Mortgage are distinct and cumulative to any other right or semedy.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or semedy.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy ler this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be ercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions The covenants and agreements contained herein shall id, and the rights hereunder shall inure to, the respective successors and assigns of Borrov er and Lender, subject to the provisions of Items and 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this ortgage are for convenience only and are not to be used to interpret or define the provisions he cof.

14. Notice. Except for any notice required under applicable law to be given in another pranner, any notice to Borrower provided for this Mortgage shall be given by mailing such notice by certified or registered mail, return receipt requested, to Borrower at the address set that above or as carried on the records of the Lender. Any notice to Lender shall be given by certified or registered mail, return receipt quested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

15. Governing Law; Severability, This transaction shall be governed by the laws of the State where he Property is located. In the ent that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other ovisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision and in this regard, the ovisions of this Mortgage and the Loan Documents are declared severable.

ovisions of this Mortgage and the Loan Documents are declared severable.

16. Transfer of the Property and Interest Therein. If all or any part of the Property or an interest therein is sold, transferred, icumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered to by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upor the death of a sint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums scored by this largest to be immediately due and payable or may consent to said conveyance in writing and may increase the interest rate of Indebtodes. ont tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secretary of Interest Interest rate of Indebtedness lortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness ad/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to eccelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the edit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as ender shall request, If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed ender shall request, If Lender has waived the option to accelerate provided in Item 17, and if Borrower's successor in interest has executed written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this fortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial wnership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of ither the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the legal or beneficial ownership of either such as the legal or beneficial ownership of either such as the legal of the legal or beneficial ownership of either such as the legal of the leg

17. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) of a default in the ayment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Aortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or a the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or astrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or issignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable vithout notice to the Borrower.

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The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and student the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. er shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, icts, title reports and reasonable attorney's fees.

18. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the

rty is located.

19. Waiver of Homestead. Borrower waives all rights of homestead exemption in the property. 20. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without do the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take a to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take assign of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits from, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon from the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon courrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and mable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender determines.

21. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such e and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating e and additional loan advances, with inverest thereon, snall be secured by this Mortgage, when evidenced by profinsion notes stating such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums need in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

22. Rental of Property Restricted. Bor over shall not make, or suffer to be made, any lease of the Property or any part thereof, any modification, extension or cancellation of any exercise is to perform all of Borrower's obligations under such lease or leases. Borrower there are a lease on the Property. Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower

ny modification, extension of cancellation of any extension of future lease, without Lender's prior written consent. If, with Lender's ten consent, there is a lease on the Property, Borrower' is to perform all of Borrower's obligations under such lease or leases. Borrower is to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request of call of time to time, Borrower is to furnish Lender a statement in affidavit form, in such reasonable detail as Lender may require, of all of leases on the Property and, on demand, to furnish Lender enguted counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or coal, concerning the Property or any part thereof without having ined Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it ined Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it

rcises its remedies set forth in Item 20 or any other provision hereof

23. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall

harge this Mortgage with any costs paid by Borrower.

24. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liabilities of Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter bottower to the Lender and any or its arimates however created, direct of contriger t, due of to become due, whether how of hereafter string and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or string and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or any manner acquired by or accruing to the holder hereof, whether by agreement win, or by assignment or endorsement to the Lender

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any tensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the

Notwithstanding the above, no debt or other liability, as described above shall be secure by the within Mortgage, if it shall reafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 seq., as amended, or any successor federal statute, or any applicable state statue containing substantially similar provisions.

25. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things

- ovided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code. 26. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in e Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender e Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender I financing statements and other documents requested by Lender to perfect its security in such property, and Borrowe will pay the spense of filing such documents and of conducting a search of records in which documents are recorded. The coverants and agreements Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Up in the occurrence any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed gainst the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This are a uniform Commercial Code Financing Statement. fortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.
- 27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the Inited States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Inited States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Inited States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as that Lender shall be demanded by the Inited States Department of Housing and Provisions of the Flood Disaster Protection Act of 1973 as then in effect: and (ii) the property and religion to London transfer and paying and Provisions of the Flood Disaster Protection Act of 1973 as then in effect: and (ii) leliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of lood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the pe payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to be appropriate together with avidence extintionary to Lender that the premium therefor has been paid. Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

28. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

0401611031 Page: 5 of 6

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3Y SIGNING BELOW, Borrower accepts and agrees to the	terms and covenants contained in this Security
and in any rider(s) executed by Borrower and recorded	with it.  ALL SIGNATURES MUST BE IN BLACK INK.
ises:	THERESA M. SEVERA (Seal)
	(Seal)
	(Seal)
	(Seal)
TE OF,	COUNTY
On this 22nd DAY OF December, 2003, before me, a ponally appeared	Notary Public in and for said County and State,
RESA M SEVERA	throwledged that HE/SHE did examine and read the same
individual(s) who executed the foregoing instrument and ac did sign the foregoing instrument, and that the same is HIN WITNESS WHEREOF, I have hereunto set my hand an	IIS/HER free act and deed.
Commission Expires:	( Orogn Milesons
(Seal) Carolyn M. De Santis NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 11/02/2007	Notary Public

701 E 83RD AVE MERRILLVILLE, IN 46410

0401611031 Page: 6 of 6

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EXHIBIT "A" LEGAL DESCRIPTION

LOTS 19 AND 20 IN BLOCK 3 IN A. A. LEWIS DEMPSTER TERMINAL SQUARE FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

END OF REPORT