

After Recording  
RETURN TO (NLS):  
NATIONS TITLE AGENCY INC  
5370 W. 95TH ST.  
SHAWNEE, KS 66207

UNOFFICIAL COPY



Doc#: 0403540196  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 02/04/2004 10:34 AM Pg: 1 of 6

Section:  
Block:  
Lot:

Prepared By:  
Cullen & Dykman  
100 Quentin Roosevelt Blvd.  
Garden City, NY 11530

Record & Return To:  
Kraft Foods FCU  
777 Westchester Ave., Suite 101  
White Plains, NY 10604-3528

## REALTYLINE SUBORDINATE MORTGAGE

DAVID L ERVIN husband and wife  
MARY D ERVIN tenants by the entirety

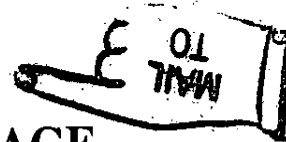
PIN 05-27-418-009

SEP 24 2003

632 FOREST AVE  
WILMETTE, IL 60091

JAN 15 '04

RETURN TO (NLS):  
TransUnion Settlement Solutions  
3300 Brandywine Parkway  
Suite 100  
Wilmington, DE 19803



## SUBORDINATE MORTGAGE

03NE53319

This mortgage is made on 9/19/03, between the Borrower and Credit Union

### DEFINITIONS

Agreement- means the RealtyLine Loan Revolving Credit Plan Agreement signed by the Borrower in connection with this Mortgage.

Borrower or You- means each person who signs the Mortgage.

Credit Union- means Kraft Foods FCU  
777 Westchester Ave., Suite 101  
having a place of business at  
White Plains, NY 10604-3528

Mortgage- this document will be called the Mortgage.

Property- means the real property described in this Mortgage.

The Borrower is- DAVID L ERVIN husband and wife  
MARY D ERVIN tenants by the entirety

5 yes  
P/b  
m yes  
L

**UNOFFICIAL COPY****REALTYLINE SUBORDINATE MORTGAGE****TRANSFER OF RIGHTS IN THE PROPERTY**

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced from time to time by the Credit Union and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

One Hundred Seventy-Five Thousand and No/100 -----  
(\$175,000.00)

The premises are or will be improved by a one or two family dwelling only.

**PROPERTY BEING MORTGAGED**

See Schedule "A" Attached

otherwise known as property address:

632 FOREST AVE , WILMETTE, IL 60091

**RIGHTS OF PRIOR MORTGAGES**

The Credit Union's right under this Mortgage are subject and subordinate to a first mortgage originally or currently held by: **WELLS FARGO--DOCUMENT #: 0326142082**

**PAYMENTS**

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

**FIRE AND OTHER INSURANCE**

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgage clause protecting the interest of the Credit Union. The Credit Union may request proof of coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested at anytime during the life of the loan.

**FLOOD INSURANCE**

The Credit Union will advise the Borrower if flood insurance is required. If it is required, the Borrower will pay for and obtain the flood insurance. The policy must name the Credit Union as a Mortgagee. The amount of coverage required is either the maximum flood insurance coverage available or coverage in the amount of the unpaid balance due, whichever amount is lower. The Credit Union may request proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

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## TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are due.

## ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may, but shall not be required to, make the payments. The amount of these payments, if any, shall be treated as an advance under the Agreement and added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

## CARE OF THE PROPERTY

The Borrower will keep the property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

## SALE OR TRANSFER OF THE PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

## DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

- A) You engage in fraud or material misrepresentation in connection with the line.
- B) You do not meet the repayment terms.
- C) Your action or inaction adversely affects the collateral or our rights in the collateral. For example, if:
  - 1) You become bankrupt or someone to whom you owe money sues you or tries to take your property by legal proceedings;
  - 2) You default on your payments to the first mortgage lienholder;
  - 3) You fail to pay all property taxes or other assessments when due;
  - 4) You take additional advances from the first mortgage lienholder without Credit Union consent;
  - 5) You sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed;
  - 6) You fail to maintain hazard and flood insurance;
  - 7) You fail to maintain the property, and/or the value of the appraised value for purposes of the line;
  - 8) A tax lien, mechanics lien, judgement lien, or lis pendens is filed against the Property;
  - 9) A partition or condemnation action is begun against the Property.

## APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorney's fees, Court costs and disbursements incurred by the Credit Union.

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## RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does not require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

## NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to:

**Kraft Foods FCU**

**777 Westchester Ave., Suite 101**

**White Plains, NY 10604-3528**

or any other address the Borrower is notified of by the Credit Union.

## CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

## NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

## WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

## RECEIPT

The Borrower has received a completed copy of this Mortgage.

## RELEASE

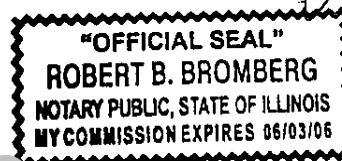
Upon payment of all sums secured by this Mortgage, the Mortgage shall be deemed satisfied and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

**UNOFFICIAL COPY****REALTYLINE SUBORDINATE MORTGAGE****- USE BLACK INK ONLY -**IN WITNESS WHEREOF, Borrower has  
executed this mortgage.State of IllinoisCounty of CookOn the 19 day of September 2003,  
before me personally came**DAVID L ERVIN**, married  
to me known to be the individual described in  
and who executed the foregoing instrument  
and who has acknowledged executing this  
instrument.

Notary Public

DAVID L ERVIN

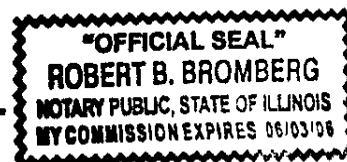
2 WITNESSES REQUIRED

By: [Signature](Print Name) [Signature]By: [Signature](Print Name) [Signature]IN WITNESS WHEREOF, Borrower has  
executed this mortgage.State of IllinoisCounty of CookOn the 19 day of September 2003,  
before me personally came**MARY D ERVIN**, married  
to me known to be the individual described in  
and who executed the foregoing instrument  
and who has acknowledged executing this  
instrument.

Notary Public

MARY D ERVIN

2 WITNESSES REQUIRED

By: [Signature](Print Name) [Signature]By: [Signature](Print Name) [Signature]**- FOR RECORDING PURPOSES -**

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\*\*\*\*LEGAL DESCRIPTION\*\*\*\*

THE WEST 50 FEET OF LOT 9 IN BLOCK 4 IN DINGEE'S ADDITION TO WILMETTE IN SECTIONS 26 AND 27, TOWNSHIP 42 NORTH  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. XXX

Tax# 05-27-418-009

RETURN TO (NLS):  
NATIONS TITLE AGENCY INC  
5370 W. 95TH ST.  
SHAWNEE, KS 66207