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

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Doc#: 0407710046  
Eugene "Gene" Moore Fee: \$40.50  
Cook County Recorder of Deeds  
Date: 03/17/2004 09:57 AM Pg: 1 of 9



When Recorded Mail to: WAMU  
Optima Information Solutions @ 1700  
Carnegie Ave #200, Santa Ana, CA 92705  
ATTN: OPTIMA

This Mortgage was prepared by:  
CHERYL KELLY  
20816 44TH AVE WEST, BLDG B  
LYNNWOOD, WA 98036

Loan Number: 0672558707



## REVOLVING CREDIT MORTGAGE (ILLINOIS)

THIS MORTGAGE is from  
BRENT J. ROSENBOWER

whose address is:

550 WEST SURF ST APT404 CHICAGO, IL 60657

("Borrower"); in favor of:

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

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

SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

*See Attached: "Condominium Rider"*

### BATCH

1 of 12

Tax Parcel Number: 14-28-122-017-108

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JK*

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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 and Disclosure with Lender with a maximum credit limit of \$204,700.00 (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 variable and fixed rates 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 03/01/2034 (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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(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.

**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.

**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 waiving 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.

**7. Remedies For Default.**

(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 in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(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 Debt. Lender may, upon the occurrence of a default, as set forth in Section 7(a) above, institute any other remedies available to a creditor under Illinois law. In connection with any portion of the 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.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender 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.

**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.

**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

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DATED at Chicago, Illinois this 17th day of February, 2004.

BORROWER(S):

Brent A. Rosenbower  
BRENT J. ROSENBOWER

STATE OF ILLINOIS

COUNTY OF

COOK

ss.

The foregoing instrument was acknowledged before me this 17th day of February, 2004 by Brent J. Rosenbower

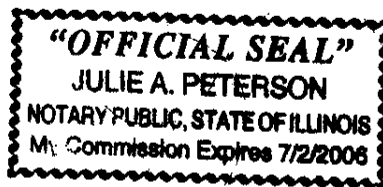
who is/are personally known to me or has produced Illinois Drivers License as identification.

Julie A Peterson

Printed/Typed Name: Julie A Peterson

Notary public in and for the state of Illinois

Commission Number: 298246



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EXHIBIT "A"  
ATTACHED SECURITY INSTRUMENT

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

UNIT NOS. C-404 IN COMMODORE/GREENBRIER LANDMARK CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 14, 15 AND 16 IN BLOCK 3 IN LE MOYNE'S SUBDIVISION OF THE SOUTH 16 ACRES OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF LOTS 14, 15 AND 16 FALLING IN SURF STREET).

AND

LOTS 13, 14, 15 AND 16 IN BLOCK 1 IN GILBERT HUBBARD'S ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26911238 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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Recording requested by Law, when recorded  
return to:  
1700 CARNEGIE AVE  
SUITE 200  
SANTA ANA, CA 92705  
ATTN: OPTIMA

This document was prepared by:  
CHERYL KELLY  
WASHINGTON MUTUAL BANK, FA  
20816 44TH AVE WEST, BLDG B  
LYNNWOOD, WA 98036

Loan Number: 0672558707



**Washington  
Mutual**

**CONDOMINIUM RIDER**

**THIS CONDOMINIUM RIDER** is made this 6TH day of FEBRUARY, 2004, and is incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure performance of Borrower's obligations under Borrower's promissory note or line of credit agreement with WASHINGTON MUTUAL BANK, FA ("Lender"). The Security Instrument covers certain real property located at 550 WEST SURF ST APT404 CHICAGO, IL 60657 and described more fully therein. Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as COMMODORE/GREENPARKER LANDMARK CONDO (herein "Condominium Project"). If the owners' association or other entity which acts for the Condominium Project (the "Owners' Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners' Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's; (i) Declarations or any other document which creates the Condominium Projects; (ii) by-laws; (iii) code of regulations; and, (iv) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.

**B. Hazard Insurance.** So long as the Owners' Association maintains with a generally accepted insurance carrier a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Borrower's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and (ii) The provisions of the Security Instrument regarding assignment of insurance policies shall be superseded by any provisions of the Constituent Documents or of applicable law to the extent necessary to avoid a conflict between such provisions



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H. **Default; Remedies.** If Borrower breaches Borrower's covenants and agreement hereunder, including the covenant to pay when due all condominium assessments, the breach will constitute a default under the Security Instrument and Lender may invoke any remedy provided herein subject to applicable law. Without limiting the foregoing, if Borrower does not pay condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender hereunder shall become additional debt of Borrower secured by the Security Instrument, shall immediately due and payable and shall bear interest from the date of disbursement at the rate specified in the note or line of credit agreement unless otherwise prohibited by applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Brent J. Rosenbower  
BRENT J. ROSENOWER

WITNESS the hand and Seal of Borrower.

Date: \_\_\_\_\_, \_\_\_\_\_.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness Printed Name

STATE OF \_\_\_\_\_ )

) PROBATE

COUNTY OF \_\_\_\_\_ )

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the named Borrower(s), sign, and Seal, and by his/her act and deed deliver the within written Rider, and that he/she with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_.

Printed/Typed Name: \_\_\_\_\_  
Notary public in and for the state of \_\_\_\_\_  
Commission Number: \_\_\_\_\_