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may impair Lender's security. It is agreed that if anyone asserts the priority of any encumbrance except those described in Section 3(a), and to keep the Property free of all encumbrances which (e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens in a timely manner;

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

Property; (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 improvements on the Property without Lender's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5;

(a) To keep the Property in good repair; not to move, alter or demolish any of the improvements on the Property without Lender's prior written consent; and not to sell or transfer the Property or any interest in the Property in violation of the provisions of Section 5;

4. Promises of Borrower. Borrower promises:

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

(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 mortgage or deed of trust given in good faith and for value, the existence of which has been previously disclosed in writing to Lender; and,

3. Representations of Borrower. Borrower warrants and represents that:

If this box is checked, the Note secured by this Mortgage provides for a variable rate of interest.

(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 twenty (20) years after the date of this Mortgage, just as if the advance were made on the date of the Mortgage. Any future advance may be at the option of Lender. The total amount of the indebtedness that may be secured by this 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.

(a) The Loan (the "Note"), and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Lender as provided in Section 10, and repayment of money advanced by Lender under Section 6 or otherwise to protect the Property or Lender's interest in the Property. All of these amounts are collectively called the "Debt". The Note provides that unless sooner repaid the loan is due and payable in full on 03/22/2019 ("the Maturity Date").

Dollars (\$2,000.00) (called the "Loan") with interest as provided in the promissory note SIXTY FOUR THOUSAND AND 00/100

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein and the payment of

2. Security.

All of the property described above is called the "Property". To the extent any of the Property is personal property, Borrower grants Lender, as secured party, a security interest in all such property, and this Mortgage shall constitute a security agreement between Borrower and Lender.

in connection with such real property. drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used

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8. Notice and Opportunity to Cure Defaults. Except in the case of abandonment or other extreme circumstances, Lender shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified

declare a default for failure to so pay.

(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

Illinois.

secured party under the Uniform Commercial Code as then in effect in the State of Property which is personal property, Lender shall further be entitled to exercise the rights of a Debtor. 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 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 and Lender may seek any other

day repayment in full is demanded until repaid in full.

demand, including unpaid interest, shall bear interest at the rate specified in the Note from the demand repayment in full, the total amount owed by Borrower on the day repayment in full is payable in full, at the option of Lender. If Borrower is in default and Lender exercises its right to Mortgage, or any other document securing the Loan, Borrower will be in default and the Debt and installment of the Loan on time, or if there is a breach of any of the promises contained in this (a) Prompt performance under this Mortgage is essential. If Borrower does not pay any

7. Remedies of Default.

specified in the Note and be repayable by Borrower on demand.

Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rate Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of including all the terms of any prior mortgage or deed of trust, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for

6. Curing of Defaults.

If Borrower fails to comply with any of the covenants in Section 4, by Borrower without the full repayment of the Debt shall constitute an event of default hereunder. further encumbrance of the Property. A sale or other transfer of the Property or any interest therein, sale or other transfer of the Property or any interest therein by Borrower including, without limit, and the entire Debt shall be accelerated and become immediately due and payable in full upon any

5. Sale, Transfer, or Further Encumbrance of Property.

The Loan is personal to Borrower. Lender 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 repayment 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, and to deliver evidence of such insurance coverage to Lender. Lender shall 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 at the Sheriff's sale.

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In the event of any action hereunder or related hereto 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

Federal law and to the extent Federal law does not apply, the laws of the State of Illinois. This Mortgage requires. This Mortgage shall be governed by and construed in accordance with one person if two or more have signed this Mortgage or become responsible for doing the things herein. The words used in this Mortgage referring to one person shall be read to refer to more than and owner of the Note secured by this Mortgage, whether or not that person is named as Lender legatee, administrators, executors, successors and assigns. The term Lender shall mean the holder

13. **Miscellaneous.** This Mortgage shall benefit and obligate the parties, their heirs, devisees, is provided as set forth above.

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice
SEATTLE, WA 98111
PO BOX 91006
CONSUMER LOAN SERVICING
thereof to the attention of the Loan Servicing Director at the following address:
a copy of such Notice to Lender by prepaid certified mail within two (2) business day of execution
Limitation of Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send
12. **Notice of Limitation of Future Advances.** In the event the borrower executes a Notice of

11. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay for all recordation costs of any satisfaction of this Mortgage and a Release Fee, except as prohibited by law.

10. **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 proceeding to foreclose this Mortgage; in any lawsuit or proceeding which Lender is obliged to prosecute or defend to protect the lien of this Mortgage or to otherwise protect its security; and in any other action taken by Lender to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.

9. **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 Debt and all other obligations secured by this Mortgage, shall be paid to Lender to be applied thereto in the same manner as payments under the Note.

Borrower will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Lender shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7. The above notwithstanding, Borrower shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Lender may exercise its remedies for default immediately and without notice to Borrower.

In Section 7, send to Borrower, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges.

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Joining in Execution. If this box is checked the following applies:
_____ joins in the execution and delivery of this Mortgage to induce the lender to make the loan and to create a valid, enforceable lien under Illinois homestead law. _____ 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.

16. 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.

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

14. 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.

obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

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Charles W. Wells

Charles W. Wells

The undersigned executes this instrument only to subordinate any interest he/she may acquire including without reservation any homestead/cover rights and to acknowledge all the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound hereby.

MARY L WELLS

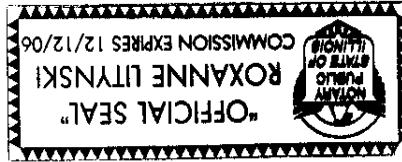
Mary L Wells

BORROWER(S):

DATED AT Chicago March, 2004
this 12 day of ILL

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Roxanne Litynski
 Printed/Typed Name:
ROXANNE LITYNSKI
 Notary public in and for the state of ILLINOIS
 Commission Number: 570378

The foregoing instrument was acknowledged before me this 12 day of MARCH, 2009
 by MARY L WELLS
Charles W. Wells
 and _____
 and _____
 and _____
 and _____
 and _____
 and _____
 and _____
 who is/are personally known to me or has produced DRIVERS LICENSE
 as identification.

STATE OF ILLINOIS)
)
 COUNTY OF COOK)
)
 ss.)