

UNOFFICIAL COPY

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
SANDRA NIEVES

Countrywide Bank, a Division
of Treasury Bank, N.A.

1730 W FULLERTON
CHICAGO, IL 60614



Doc#: 0430904074
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 11/04/2004 02:54 PM Pg: 1 of 11

[Space Above This Line For Recording Data]

HERITAGE TITLE COMPANY

H55371 A

[Escrow/Closing #]

0008464362910004

[Doc ID #]

MORTGAGE

(Line of Credit)

MIN 1001337-0000295233-4

11

THIS MORTGAGE, dated OCTOBER 29, 2004 is between
ENRIQUE HERRERA, married to Elizabeth Herrera

residing at

3537 N. ERNEST ST, FRANKLIN PARK, IL 60131

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with
an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS acting solely as nominee for
Countrywide Bank, a Division of Treasury Bank, N.A.
("Lender" or "you") and its successors and assigns. **MERS is the "Mortgagee" under this Mortgage.**

● MERS HELOC - IL Mortgage
1D999-IL (02/04)(d)

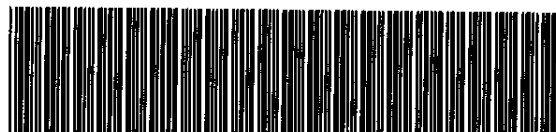
Page 1 of 7

Initials:

EH
E's H



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DOC ID #: 0008464362910004

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the premises located at:

10407 W. DIVERSEY AVE, MELROSE PARK
Street, Municipality

COOK Illinois 60164 (the "Premises").
County ZIP

and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID #: 12-29-405-021

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$ 53,800.00 or so much thereof as may be advanced and readvanced from time to time to

ENRIQUE HERRERA

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note" dated OCTOBER 29, 2004, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

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Exhibit A

H-55371

THE EAST 39 FEET OF THE WEST 118 FEET OF LOT 148 IN F.H. BARTLETT'S GRAND FARMS UNIT NUMBER E. BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE EAST 3/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N 12-29-405-021-0000

C/K/A 10407 W. DIVERSEY AVENUE, MELROSE PARK, ILLINOIS 60164-1582

Property of Cook County Clerk's Office

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OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

OUR IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

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(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated _____ and given by us to _____

as mortgagee, in the original amount of \$ 0.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

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DOC ID #: 0008464362910004

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

1199 North Fairfax St. Ste. 500, Alexandria, VA 22314

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with the Uniform Commercial Code.

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DOC ID #: 0008464362910004

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Sealed and delivered in the presence of:

WITNESS:

Enrique Herrera

Mortgagor: ENRIQUE FERRERA (SEAL)

Elizabeth Herrera

Mortgagor: Elizabeth Herrera (SEAL)

Signing for the sole purpose of waiving any and all homestead rights.

Mortgagor: (SEAL)

Mortgagor: (SEAL)

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STATE OF ILLINOIS,

DOC ID #: 0008464362910004

County ss: Cook

I, Kristen R. Gianfortune, a Notary Public in and for said county and state do hereby certify that

Elizabeth Herrera and Enrique Herrera

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~they~~ ^{they} signed and delivered the said instrument as free and voluntary act, for the uses and purposes the rein set forth.

Given under my hand and official seal, this 29th day of October, 2004

My Commission Expires: 5-24-08

This Instrument was prepared by:

Kristen R. Gianfortune
Notary Public



Initials: EH
E.H.

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MODIFICATION OF HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE STATEMENT AND SECURITY INSTRUMENT

WHEN RECORDED MAIL TO:
COUNTRYWIDE HOME LOANS, INC.
MSN SV-79 / DOCUMENT CONTROL DEPT
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

SPACE ABOVE FOR RECORDERS USE

PARCEL ID #: 12-29-405-021
By: SANDRA NIEVES

COUNTRYWIDE HOME LOANS, INC.
1730 W FULLERTON
CHICAGO, IL 60614-

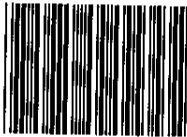
DOC ID #: 000846436297812
ESCROW/CLOSING #: H55371

THIS MODIFICATION OF HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE, STATEMENT AND SECURITY INSTRUMENT (this "Modification") is made as of the 29th day of October 2004, by and between ENRIQUE HERRERA,

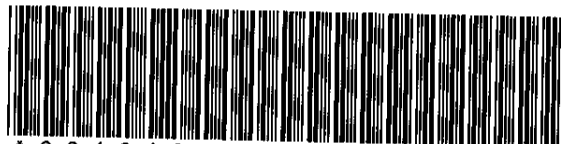
● HELOC-Credit Line Modification
1U9801US (10/01)

Page 1 of 3

Initials: *EN* *EH*



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DOC ID # 000846436297812

("Borrower(s)") and
Countrywide Bank, a Division of Treasury Bank, N.A.
1199 North Fairfax St. Ste.500,Alexandria, VA 22314
("Lender"), with reference to the following facts:

A. Borrower(s) executed and delivered to Lender that certain Home Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated October 29th, 2004, evidencing a loan (the "Loan") in the principal amount of \$ 53,800.00, or so much thereof as may be advanced and readvanced from time to time under the Agreement. The Agreement is secured by the real property described in Exhibit A attached hereto (the "Property") pursuant to that certain Mortgage, Deed of Trust, Open End Mortgage or Deed to Secure Debt (the "Security Instrument") executed by Borrower(s) and recorded in the Official Records of COOK County, ILLINOIS on _____, _____, as

Capitalized terms used herein without definition shall have the meanings set forth in the Agreement and Security Instrument.

B. Pursuant to the request of Borrower(s), Lender has agreed to make the following modifications to the Agreement and Security Instrument (check all applicable boxes):

an increase in our Credit Limit to \$ _____

an increase in the Margin to _____ %

In consideration of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Modification. The Agreement and Security Instrument are modified as follows (check all applicable boxes):

The Credit Limit set forth in paragraph 4 of the Agreement or maximum principal amount of the Loan is \$ _____

The Margin as set forth in paragraph 5(D) of the Agreement is _____ %.

2. Representations of Borrower(s). Borrower(s) represent(s) to Lender that (1) except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property and (2) there has been no increase, amendment or modification of any prior security instrument identified in the Security Instrument.

3. Effect of Modification. Except as stated herein, the Agreement and Security Instrument are not altered, amended or modified and remain in full force and effect. None of Lender's rights thereunder are or shall be deemed to be prejudiced by reason of this Modification. Except as provided herein, this Modification shall not affect the lien or charge of the Security Instrument upon the Property.

4. Joint and Several Liability. The liability of Borrowers under this Modification is joint and several.

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DOC ID # 000846436297812

This Modification has been signed by Lender and Borrower(s) as of the date first above written.

Lender:

By: _____

Name: _____

Title: _____

WITNESS:

Enrique Herrera (SEAL)

Borrower: ENRIQUE HERRERA

Elizabeth Herrera (SEAL)

Borrower: Elizabeth Herrera

Signing for the sole purpose of waiving any and all homestead rights.

Borrower: _____ (SEAL)

Borrower: _____ (SEAL)

● HELOC - Credit Line Modification
1U9803US (10/01)

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