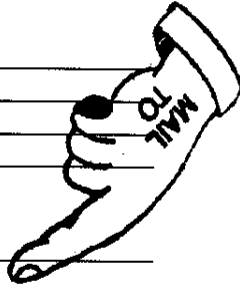


UNOFFICIAL COPY

Prepared by:
WELLS FARGO FINANCIAL
ILLINOIS, INC.
17645 S. TORRENCE AVE
LANSING IL 60438



Doc#: 0430934074
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 11/04/2004 12:10 PM Pg: 1 of 2

Return to:
WELLS FARGO FINANCIAL
ILLINOIS, INC.
17645 S. TORRENCE AVE
LANSING IL 60438

REAL ESTATE MORTGAGE

\$ 62,770.63 Principal Amount of Loan

The Mortgagors, JOHN H. STEWART AND
THERESA STEWART, HIS WIFE AS JOINT TENANTS

mortgage and warrant to Wells Fargo Financial Illinois, Inc., Mortgagee, the following described real estate situated in the County of COOK, State of Illinois, to wit:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST.

to secure the repayment of a promissory note of even date, payable to Mortgagee in monthly installments, the last payment to fall due on 10/22/2024.

Mortgagors are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state. Mortgagors expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage as permitted by law. Mortgagors also agree not to sell, convey or otherwise transfer the mortgaged property or any portion thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. A default hereunder or under the terms of the above described note, at Mortgagee's option, without notice or demand, shall render the entire unpaid balance of said note at once due and payable (including any unpaid interest).

Dated this 18TH day of OCTOBER 2004

John H. Stewart Sr (SEAL)
JOHN H. STEWART
STATE OF ILLINOIS, COUNTY OF COOK

Theresa Stewart (SEAL)
THERESA STEWART
SS

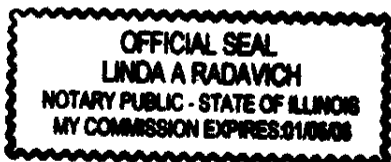
The foregoing instrument was acknowledged before me this 18TH day of OCTOBER, 2004
by JOHN H. STEWART AND THERESA STEWART

My Commission expires 11/5/08

Linda A. Radavich
Notary Public

I hereby acknowledge that all parties obligated on the loan secured by this mortgage have received written notice of the right to rescind the loan.

John H. Stewart Sr Theresa Stewart
JOHN H. STEWART (Borrower's Signature) THERESA STEWART



UNOFFICIAL COPY

**ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED
OF TRUST DATED OCTOBER 18, 2004, JOHN H. STEWART AND
THERESA STEWART, HIS WIFE AS JOINT TENANTS,
MORTGAGORS:**

**LOT 27 AND THE EAST ½ OF LOT 26 IN BLOCK 4 IN
SUBDIVISION OF O'DELL'S ADDITION TO EUCLID PARK
BEING A SUBDIVISION OF THE EAST ½ OF THE NORTHWEST ¼
OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

25-09-115-035

John H. Stewart Jr
JOHN H. STEWART

Theresa Stewart
THERESA STEWART



Clerk of Cook County Clerk's Office