Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all voter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacement now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt below and all their extensions, renewals, modifications or substitutions. (You must recife the intermediate to the second substitutions of the second substitutions.	
When recorded, please return to: Doc#: 0508119124 Eugene "Gene" Moore Fee: \$42.00 Cook County Recorder of Deede Date: 03/02/2005 02:37 PM Pg: 1 of 10	
When recorded, please return to: Ocok County Record Deeds Date: 03/02/2005 02:37 PM Pg: 1 of 10 Londy County Record Deeds Date: 03/02/2005 02:37 PM Pg: 1 of 10 State of Illiaois Second MortGAGE (With Future Advance Clause) 1. DATE AND PARTIES. To date of this Mortgage (Security Instrument) is February 28, 2005 parties, their addresses and tax (Centification numbers, if required, are as follows: MORTGAGOR: Erik Bradley, an unmarried man 1229 W Madison Unit P, Chicago, IL 60603 LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank 155 North Lake Avenue, PasaCena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under his Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part here of the property is located in Cook at (County) The property is located in Cook at (County) The property is located in Cook at (City) Chicago (City) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all years a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals modifications or substitutions.	
State of Illinois State of Illinois Space Above This Line For Recording Data SECOND MORTGAGE (With Future Advance Clause) 1. DATE AND PARTIES. To add at of this Mortgage (Security Instrument) is February 28, 2005 parties, their addresses and text Adentification numbers, if required, are as follows: MORTGAGOR: Erik Brackley, an unmarried man 1229 W Madison Unit P, Chicago, IL 60603 LENDER: IndyMac Bank, F.S.B., & federally chartered savings bank 155 North Lake Avenue, Pasakena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part here of the property is located in Cook at 1229 W Madison Unit P (County) Cook at 1229 W Madison Unit P (Cicago , Unit as 6 (Cicy) Cook at 1229 W Madison Unit P (Cicy) Cook at any time in the future, be part of the real estate described above (all referred to as "Property"). Secured Debt And Future Advances. The term "Secured Debt" is defined as follows: A Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions.	
State of Illinois State of Illinois State of Illinois Second Mortgage (With Future Advance Clause) 1. Date and parties, their addresses and tax identification numbers, if required, are as follows: Mortgagor. Erik Brackey, an unmarried man 1229 W Madison Urit P, Chicago, IL 60603 Lender: IndyMac Bank, F.S.B., a federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. Conveyance. For good and valuable consideration, the recept and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part here of the property is located in Cook The property is located in Cook Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all vater a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). Secured Debt And Future Advances. The term "Secured Debt" is defined as follows: A Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals modifications or substitutions.	
Slate of Illinois Slate of Illinois Space Above This Line For Recording Data SECCND MORTGAGE (With Future Advance Clause) 1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is February 28, 2005 parties, their addresses and law identification numbers, if required, are as follows: MORTGAGOR: Erik Brackley, an unmarried man 1229 W Madison Unit P, Chicago, IL 60603 LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part here of: The property is located in Cook 1229 W Madison Unit P (County) County Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all vater a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions.	
SECOND MORTGAGE (With Future Advance Clause) 1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is February 28, 2005 parties, their addresses and tax identification numbers, if required, are as follows: MORTGAGOR: Erik Brackey, an unmarried man 1229 W Madison Unit P, Chicago, II, 60603 LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under the Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part here of. The property is located in Cook at 1229 W Madison Unit P (Address) (County) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all veter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). 8. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), quaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter ev	
SECOND MORTGAGE (With Future Advance Clause) 1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is February 28, 2005 parties, their addresses and tax identification numbers, if required, are as follows: MORTGAGOR: Erik Brackey, an unmarried man 1229 W Madison Unit P, Chicago, II, 60603 LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under the Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part here of. The property is located in Cook at 1229 W Madison Unit P (Address) (County) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all veter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). 8. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), quaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter evidence of debelow and all their extensions, renewals, modifications or substitutions. (Counter ev	
1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) isFebruary 28, 2005 parties, their addresses and text identification numbers, if required, are as follows: MORTGAGOR: Erik Brackey, an unmarried man 1229 W Madison Urit P, Chicago, IL 60603 LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part hereof. The property is located in	
MORTGAGOR: Erik Bradley, an unmarried man 1229 W Madison Urit P, Chicago, IL 60603 LENDER: IndyMac Bank, F.S.B., a federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under dr's Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part hereof. The property is located in	
LENDER: IndyMac Bank, F.S.B., & federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the recept and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grant sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part hereof. The property is located in	and the
LENDER: IndyMac Bank, F.S.B., & federally chartered savings bank 155 North Lake Avenue, Pasacena, CA 91101 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part hereof. The property is located in Cook at 1229 W Madison Unit P (Address) (County) (City) (City) (City) (City) (City) (County) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all veter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of del below and all their extensions, renewals, modifications or substitutions. (Year mort of the red to see the contract of the red below and all their extensions, renewals, modifications or substitutions.	
2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part hereof. The property is located in Cook at 1229 W Madison Unit P Chicago , D'ande 60 (County) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all voter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of det below and all their extensions, renewals, modifications or substitutions (Now went to see the latest to the second of the second of the promissory note(s), contract(s), guaranty(s) or other evidence of det below and all their extensions, renewals, modifications or substitutions (Now went the second of t	
2. CONVEYANCE. For good and valuable consideration, the rece pt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagor's performance under the Security Instrument, Mortgagor gran sells, conveys, mortgages and warrants to Lender the following described property: See Exhibit "A" attached hereto and made a part here of: The property is located in Cook 1229 W Madison Unit P (Address) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all veter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of del below and all their extensions, renewals, modifications or substitutions. (You must be right to the first of the left of the second contract of the substitutions.)	
The property is located in Cook at 1229 W Madison Unit P (Address) (County) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all v.ur a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions. (Very mount of the labeled of t	
The property is located in Cook at 1229 W Madison Unit P (Address) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all v.ur a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions. (Very mount of the latest of the	
The property is located in Cook at 1229 W Madison Unit P (Address) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all votr a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacement now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions. (You must be read to the real estate described above).	and to secure ts, bargains,
The property is located in Cook at 1229 W Madison Unit P, Chicago (City) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all volk a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacement now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debelow and all their extensions, renewals, modifications or substitutions. (Very must recife the state of th	
The property is located in Cook at 1229 W Madison Unit P , Chicago , Pinese 60 (Address) (City) (Z Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all voter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacement now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt below and all their extensions, renewals, modifications or substitutions. (You must recife the terms of the state o	
The property is located in Cook at 1229 W Madison Unit P , Chicago , Pinese 60 (Address) (City) (Z Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all voter a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacement now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt below and all their extensions, renewals, modifications or substitutions. (You must recife the terms of the state o	
1229 W Madison Unit P , Chicago , Pin s 60 (City) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all vour a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacement now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt below and all their extensions, renewals, modifications or substitutions. (You must recife the state of the state o	
(Address) (City) (Z) Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all vour a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt below and all their extensions, renewals, modifications or substitutions. (You must read to the state of	
Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all your a rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacemen now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows: A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt below and all their extensions, renewals, modifications or substitutions. (You must receive the state of the state	0603
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of del below and all their extensions, renewals, modifications or substitutions. (You must recife the state of	IP Code) nd riparian ts that may
below and all their extensions, renewals, modifications or substitutions. (You must recife the state of the s	io unat may
	ot described
One certain home equity line of credit agreement dated Tabarran 20, 20	
executed by Erik Bradley in the amount of \$67,000.00 due and payable i March 15, 2025.	n full on
ILLINOIS - HOME EQUITY LINE OF CREDIT MORTGAGENOT FOR FNMA, FHLMC, FHA OR VA USE) © 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 8/17/99	(page 1 of 6)
C465(IL) (9909) VMP MORTGAGE FORMS - (800)521-7291	
LAND AND HAVE AND AND HAVE DEED AND HAVE DEED AND HAVE DEED AND HAVE DEED AND HAVE DEED.	
BUX 430	1(

0506119124 Page: 2 of 10

UNOFFICIAL COPY

Loan No: 120863884

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional successary advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

4. MORTGAGE COVENANTS. Mortgagor agree: that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgag or breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Det t will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, ecunity agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, le se payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply lacor or materials to maintain or improve the Property.

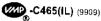
Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

© 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 6/17/99

edb

(page 2 of 6



0506119124 Page: 3 of 10

UNOFFICIAL COPY

Loan No: 120863884

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage o protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not mad immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to me restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of an payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance rolicies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file ar.y additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's coligations under this Security Instrument and Lender's lien status on the Property.

- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 6/17/99



-C465(IL) (9909)

UNOFFICIAL COPY

Loan No: 120863884

Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

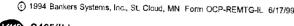
Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

7. REMEDIES ON LEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole in debtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEY; FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remail in a effect until released.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (2) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability (c) (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

edb (page 4 of 6)





0506119124 Page: 5 of 10

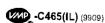
UNOFFICIAL COPY

Loan No: 120863884

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY: CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 12. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

(page 5 of 6)





0506119124 Page: 6 of 10

UNOFFICIAL COPY

Loan No: 120863884

15.	MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$\(\) 67,000.00 \(\). This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advance made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
16.	LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
17.	APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
18.	RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of ans Security Instrument. [Check all applicable bexes] Assignment of Leases and Rents
19.	ADDITIONAL TERMS.
any .	NATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1. If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.
ACK (Individu	NOWLEDGMENT: STATE OF

① 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 6/17/99 -C465(IL) (9909)

(page 6 of 6)



0506119124 Page: 7 of 10

UNOFFICIAL COPY

Exhibit "A"-

- Legal Description -

***PARCEL 1: THAT PART OF LOT 3 AND THE WEST 45 FEET OF LOT 2 (TAKEN AS A TRACT) IN ASSESSOR'S SUBDIVISION OF BLOCK 3, IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID TRACT AT THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE CENTER LINE OF A PARTY WALL OF A THREE STORY BRICK BUILDING, SAID POINT BEING 55.22 FEET EAST OF THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH ALONG THE CENTER LINE OF SAID PARTY WALL AND ITS SOUTHERLY EXTENSION TO THE NORTH FACE OF SAID BUILDING, A DISTANCE OF 40.56 FEET; THENCE EAST ALONG THE NORTH FACE OF SAID THREE STORY BRICK BUILDING, A DISTANCE OF 17.23 FEET; THENCE SOUTH ALONG THE CENTER LINE OF A PARTY WALL OF SAID THREE STORY BRICK BUILDING AND ITS SOUTHERLY FIGURESION THEREOF, A DISTANCE OF 40.56 FEET TO THE INTERSECTION WITH THE COUTH LINE OF SAID TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 17.24 FEET TO THE POINT OF BEGINNING;

PARCEL 2: EASEMENTS FOR THE LENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON THE COMMON AREAS AS SET FORTH IN THE DECLARATION FOR MADISON STREET TOWNHOUSE ASSOCIATION PECORDED OCTOBER 12, 1999 AS DOCUMENT TO . COMPANY CONTROL C 99959213, AND AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.***

P.I.N. #: 17-17-105-059 Vol. 591

0506119124 Page: 8 of 10

UNOFFICIAL COP

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th day of and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to IndyMac Bank, F.S.B., a federally chartered savings bank (the "Lender") of the

same date and covering the Property described in the Security Instrument and located at:

12.29 W Madison Unit P, Chicago, IL 60603

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and accilities, as described in Declaration of Covenants, Conditions, and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as:

Madison Street Townhomes

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's increst in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and a reements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Bor.ower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association at d (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire,

Loan No: 120863884

Multistate PUD Rider — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT —THE COMPLIANCE SOURCE, INC.— Page 1 of 3 www.compliancesource.com

Form 3150 01/01 14501MU 08/00 Rev. 11/04 ©2004, The Compliance Source, Inc.



0506119124 Page: 9 of 10

UNOFFICIAL COPY

hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or observed policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or a common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by iav in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or entrent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Dwners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments which due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

[Signatures on Following Page]		[Signatures on Following Page]	<u></u>
--------------------------------	--	--------------------------------	---------

Loan No: 120863884

Multistate PUD Rider — Single Family — Fannic Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—

www.compliancesource com

Page 2 of 3

Form 3150 01/01 14501MU 08/00 Rev. 11/04 ©2004, The Compliance Source, Inc.



0506119124 Page: 10 of 10

UNOFFICIAL COPY

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

Lik bradley	(Seal) -Borrower	(Seal) -Borrower
0,	× _	
	(Seal)	(Seal) -Borrower
	Collina	[Sign Original Only]
	25	
		Clark
Loan No: 120863884		S Ox

Multistate PUD Rider — Single Family — Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—

www.compliancesource.com

Page 3 of 3

rorm 3150 01/01 145b::...1' vs. 70 Rev. 11/04 ©2004, The Con. plance Source, Inc.

