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when recorded return to:
Consumer Loan Records Center
1170 Silber Rd
Houston, TX 77055
Attn: Mailstop: CLRVLTTX



Doc#: 0515933026
Eugene "Gene" Moore Fee: \$44.00
Cook County Recorder of Deeds
Date: 06/08/2005 07:23 AM Pg: 1 of 11

This Mortgage prepared by:
Patricia Hill
Washington Mutual Bank, FA
3050 HIGHLAND PKWY
DOWNS GROVE, IL 60515



REVOLVING CREDIT MORTGAGE

Loan Number: 0664940079

THIS MORTGAGE is from:
TIFFANY ZANON, AN UNMARRIED PERSON

whose address is:

1111 S WABASH AVENUE UNIT 2007 Chicago, IL 60605-2350

("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 ("Lender") 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:

PARCEL 1: UNIT 2007 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 1111 S WABASH CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 0335218122, IN FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING AND STORAGE PURPOSES IN AND TO PARKING SPACE NO P181A, AND STORAGE SPACE SR20 A LIMITED COMMON ELEMENTS AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS

Tax Parcel Number: 17-15-309-035-0000 & 17-15-309-034-0000 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,

BOX 334 CTI

Handwritten notes:
New 5900 6/11
Have CTI-MS

Handwritten mark: 11

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(f) To keep the improvements on the Property insured by a company satisfactory to except those described in Section 3(a); and

(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 covering 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 first obtaining Lender's written consent;

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

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.

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

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 \$34,000.00 (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 06/02/2035 (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.

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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

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.

declares 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

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

(e) 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. Lender may seek any other

remedies available to it under applicable Illinois law.

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

7. Remedies for Default.

may take action under this Section, Lender is not obligated to do so.

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

by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

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

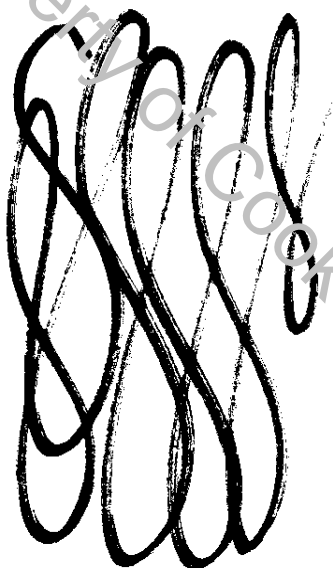
shall pass to the purchaser.

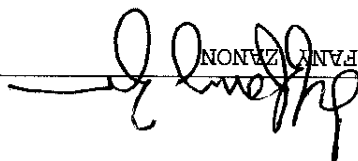
of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event all such policies pursuant to a standard lender's loss payable clause. The amount collected deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on reasonably require, in an amount equal to the full insurable value of the improvements, and to Lender against fire and extended coverage perils, and against such other risks as Lender may

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TIFANN ZANON

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

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ILLINOIS
73215X (08-02)

Property of Cook County Clerk's Office

ILLINOIS
DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY,
SR20 A LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID
AND STORAGE PURPOSES IN AND TO PARKING SPACE NO P181A, AND STORAGE SPACE
MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EXCLUSIVE USE FOR PARKING
SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
THE DECLARATION RECORDED AS DOCUMENT NUMBER 0335218122, IN FRACTIONAL
COMMON ELEMENTS IN 1111 S WABASH CONDOMINIUM AS DELINEATED AND DEFINED IN
PARCEL 1: UNIT 2007 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE

Attachment to Illinois Mortgage
Loan No. 03-2341-069165296-0

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17. **Riders.** If one or more riders are executed by Grantor and recorded together with this the warranties, terms, or conditions of this Mortgage.

responsibility for the payments of the note secured by this Mortgage or the performance of any of homestead law. Mortgage to induce the Lender to make the loan and to create a valid, enforceable lien under Illinois joins in the execution and delivery of this

16. **Joining in Execution.** If this box is checked the following applies:
Borrower, the undersigned hereby waives all right of homestead exemption in the property.

15. **Waiver of Homestead Exemption by Non-Borrower.** To induce Lender to extend credit to Property.

14. **Waiver of Homestead.** Borrower hereby waives all right to homestead exemption in the

parties shall be construed and enforced as though the invalid provision did not exist.
other provision of this Mortgage shall be construed as if not containing the
provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any
related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any
Federal law does not apply, the laws of the State of Illinois, in the event of any action hereunder or
Mortgage shall be governed by and construed in accordance with Federal law and to the extent
signed this Mortgage or become responsible for doing the things this Mortgage requires. This
Mortgage referring to one person shall be read to refer to more than one person if two or more have
administrators, executors, successors, and assigns of the parties hereto. The words used in this
13. **Miscellaneous.** This Mortgage shall benefit and obligate the heirs, devisees, legatees,

amount determined by Lender, for furnishing a payoff demand statement or similar statement.
12. **Payoff and Similar Statements.** Unless prohibited by law, Lender may collect a fee in the

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice
is provided to Lender as set forth above.

11. **Limitation of Future Advances.** In the event Borrower executes a Notice of Limitation of
Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send a copy of
each Notice by prepaid certified mail within two (2) business days of execution thereof to the
attention of Loan Service Director at:

Washington Mutual Bank, FA
Consumer Lending -- BR2CLFL

PO Box 6868
Lake Worth, FL 33466

10. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this
Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation
costs of any satisfaction of this Mortgage.

proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to
prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to
collect the Debt, including without limitation any disposition of the Property under the Uniform
Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate
proceedings.

0664940079

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TIFFANY KANON

BORROWER(S):

DATED at

(118)

IL

this 27 day of

May 2005

(specify)

Land Trust Rider

Condominium Rider

Planned Unit Development Rider

Other:

Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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0664940079

STATE OF ILLINOIS)
COUNTY OF COLE) ss.

The foregoing instrument was acknowledged before me this 21st day of May 2008
by TIFFANY ZANON _____ and

_____ and
_____ and
_____ and

who is/are personally known to me or has produced documents to verify
as identification.

Printed/Typed Name: James M. Allen
Notary public in and for the state of _____
Commission Number: 674-12-11-08

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

Said Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as 1111 S WABASH AVENUE UNIT 2007 Chicago, IL 60605-2350 and described more fully therein.

Security Instrument covers certain real property located at: 1111 S WABASH AVENUE UNIT 2007 Washington Mutual Bank, FA ("Lender"). The

with: performance of Borrower's obligations under Borrower's promissory note or line of credit agreement Mortgage of even date ("Security Instrument") given by the undersigned ("Borrower") to secure incorporated into and shall be deemed to amend and supplement a Deed of Trust, Trust Indenture or **THIS CONDOMINIUM RIDER** is made this 27th day of May, 2005 and is

Loan Number: 0664940079

CONDOMINIUM RIDER



Recording requested by Law when recorded, return to: Consumer Loan Records Center 1170 Silber Rd Houston, TX 77055 Attn: Mailstop: CLRVLTTX This document was prepared by: Patricia Hill Washington Mutual Bank, FA 3050 HIGHLAND PKWY DOWNERS GROVE, IL 60515

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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to: (i) The abandonment or termination of the Condominium Project except for abandonment or termination provided by law in the case of substantial destruction by fire or to other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to the Constituent Documents, including, but not limited to, any amendment which would adversely affect the interest of Lender or change the percentage interests of the unit owners in the Condominium Project; (iii) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the Condominium Project; and (iv) Any action which should have the effect of rendering the public liability insurance coverage maintained by the Owners' Association unacceptable 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, whether of the unit or of common elements 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 therein 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 policy acceptable in form, amount and extent of coverage to Lender.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument with the excess, if any, paid to Borrower.

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 and the provisions of the Security Instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

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 Project; (ii) by-laws; (iii) other equivalent documents (jointly "Constituent Document"). Borrower shall pay when due all assessments imposed by the Owners' Association.

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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.

G. No Liability. Lender assumes no liability for the performance of any obligation under Constituent Documents, except that if Lender acquires possession of the Property through foreclosure or otherwise, Lender agrees to perform and abide by all provisions thereof applicable to the owner of the Property as long as Lender retains title thereto.

F. Voting Rights; Notice of Meetings. Unless such rights have already been assigned to the holder or beneficiary of a prior mortgage or deed of trust, trust indenture or mortgage, the existence of which has been disclosed in writing to Lender pursuant to Security Instrument, Borrower to the extent permitted by law, hereby assigns to Lender all of Borrower's voting rights under the Constituent Documents, and irrevocably appoints Lender as its attorney and proxy to cast its votes at all times permitted or required pursuant thereto, to the extent permitted by law. If Lender's representative fails to attend a duly called meeting, then Borrower may cast its votes as though this power had not been granted to Lender. It is agreed that this power shall be coupled with an interest and may not be revoked by Borrower until the promissory note is fully satisfied and the Security Instrument released. Borrower agrees that it will cause copies of all notices of meetings and other notices required or permitted under the Constituent Documents to be sent directly to Lender.