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	This document was prepared by: Shelly Davis, Charles Schwab Bank, N.A.					
	3000 Leadenhall Road Mount			Ø523T17Ø82		
	Laurel, NJ 08054			Doc#: 0523117082 Fee: \$36.50		
				Eugene "Gene" Moor		
				Cook County Records		
	When recorded mail to:			Date: 08/19/2005 12:	36 PM Pg: 1 of /	
	EIRST AMERICAN TITLE INSURANCE.					
	1228 EUCLID AVENUE, SUITE 400					
	CLEVELAND, OHIO 44115					
	ATTN: NATIONAL RECORDINGS 1120					
	State of Illinois	ate of Illinois Space Above This Line For Record			nta.	
			CCS Maino 441			
		MORTGAC		000		
		(With Future Advan	ice Clause)			
1	DATE AND PARTIES. The date of this !	FE AND PARTIES. The date of this Mortgage (Security Instrument) is July 27, 2005				
1.	DATE AND PARTIES. The date of this Mortgage (Security Instrument) is July 27, 2005 and the parties, their addresses and the identification numbers, if required, are as follows:					
	MODITICA COD. Town D. Office St. Manning Town					
	MORTGAGOR: James D. Shirreff, A MARRIED PERSON Maureen P. Slirreff, A MARRIED PERSON					
	728 N ELMWOOD AVENUT OAK PARK, IL 60302					
	726 N ELMWOOD AV	EAGL OAK PARK, I				
	LENDER:			er the gritten to	relous, inc.	
	Charles Schwab Bank, N.A. 5190 Neil Road, Suite 300 Revo, NV 89502					
		C				
2.	CONVEYANCE. For good and valuable	consideration the recei	nt and sufficiency	of which is acknowle	doed and to secure	
	the Secured Debt (defined below) and Mor					
	sells, conveys, mortgages and warrants to Lender the following describer property:					
	See Attached	Č				
			C	<i>/</i> -/		
	6 1			T		
	The property is located in	COOK	at 7	28 1 ELMWOOD 2	VENUE	
		(County)		115-11-		
	(Address)	··	OAK PARK	l'mois	60302	
	, ,	urtenances rovalties	(City) mineral rights of	and age rights all	(ZIP Code)	
	Sogether with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian ights, ditches, and water stock and all existing and future improvements, structures, fixtures, and represents that may					
	now, or at any time in the future, be part of	of the real estate describ	ped above (all refe	rred to as "Property")	·	
3.	SECURED DEBT AND FUTURE ADVA		·	. ,		
	A. Debt incurred under the terms of all				e of debt described	

below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

As indicated in the home equity line agreement dated 7/27/2005, with a maturity date of 7/27/2035.

ILLINOIS - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE) 1994 Bankers Systems, Inc., St. Cloud, MN Form OCP-REMTG-IL 6/17/99 -C465(IL) (9909).04

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- All nature advances from Lender to Mortgagos of other nature obligations of Mortgagos to Lender super any promissory note contract, guarants, or other evidence of debt executed by Mortgagos in favor of Lender occurred after this Security Instrument whether or not this Security Instrument to specifically referenced off more than one person signs this Security Instrument, each Mortgagos agrees that the Security Instrument with secure, all furnity returned will recome help and others and inture obligations that are given to or neutrod by any other times Mortgagos, or any one of the Mortgagos 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 Pague obligations are secured as if make of the date of this Security Instrument. Nothing to this Security Instrument shall constitute a commitment to make additional or faceto loans or advances in any amount. Any such occurrences of the large except to the appearance volume.
- C. All other obligations Mortgagor owns to Londer, which may later crisc, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagos and Londo.
- D. All additional such advanced and expenses incurred by Londer for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Londer under the terms of this Security Instrument.

In the event that Lender due to provide any necessary names of the right of rescission with respect to any additional indebtedness secured under paragraph 3 of the Section. Lender waives any subsequent security interest in the Morsgagor's principal dwelling that is created by this becurity instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

4. MORTGAGE COVENANTS. Mortgagot agrees the the covenants in this section are material obligations under the Secured Debt and this Security instrument. If Mortgagot preaches any covenant in this section, Leader thay refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagot's breach. Leader does not waive Leader's right to later consider the event a house of it is happens again.

Payments. Mortgagor agrees that all payments under the Secured Cont wild be paul when due and in accordance with me terms of the Secured Debt and this Secured Instrument

Prior Security interests. With regard to any other mortgage deed of trast security agreement or other tien docubean that created a prior security interest or encumbrance on the Property. Mortgagor up see to make all payments when due and to perform or comply with all coverants. Mortgagor also agrees not to silow any model period or extension of, nor to request any tumpe advances under any note or agreement secured by the lien december without any prior which approved.

Claims Against Title. Mortgagor will pay all taxes, assessments, here, encumbrances, less payments, ground retus unifities, and other charge, relating to the Property when due, Lender may require Mortgagor of provide to bender 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 four 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 teasonably occessary. 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 casement 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, in Lender's option, enter the Property it any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice of the time of or before an unspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be enturily for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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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.

Liaseholds; 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 keen 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 to 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 made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the 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 any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies 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 any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

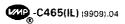
- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. 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.

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Property. Any action or macron occur, 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 flee off this. Security Instrument; (e) a some Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain: (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affected interest, or (a) 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.

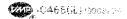
7. REMEDIES ON PERAULT. In addition to any other remedy available under the terms of this Security Instrument, Leader may accelerate the Security Debt and foreclose this Security Instrument in a manner provided by law if Mortgagot is in default. In some instance, federal and state law will require Leader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

At the option of the Lender, all or any part of the agreed fees and charges, account micross and principal shall become immediately due and payable, after giving a stice if required by law, upon the occurrence of a default or anythine thereafter. The acceptance by Lender of any sum in paymen, or partial payment on the Secured Debt after the ballance is due or is accelerated or after foreclosure proceedings are iffed shall not constitute a weiver of Lender's right to require complete cure of any existing default. By not exercising any coincity is Mortgagon's default, cender does not where I ended a tight to later consider the event a default if it happens again.

- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all securises between means in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not immitted 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 diffect as provided in the terms of the Secured Dobt. Mortgagor agrees to pay all costs and spenses 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 perms ted by the United States Bunkruptey Code, Mortgagor agrees to pay the reasonable accorneys' fees Lender incurs to collect the Secured Dobt as awarded by any court exercising jurisdiction under the Bankruptey Code. This Security instrument shall remain in affect autil released.
- B. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, 6. Environmental Law means, without limitation, the Comprehensive Environmental Response. Compensation and Liability & (CERCLA, 47 U.S.C. 9601 or seq.), and all other federal, state and local laws, regulations, ordinances, court orders, anothery 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, politicant 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 transition, any substances defined as "asylandous material," toxic substances. "hazardous material in the public health, republished the public health is a substance."







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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.
- 3. 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 threasened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance on 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 haby 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 or 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.

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not exceed \$ 150,000,00 other fees and charges valuely made pursua	total penergal amount secured by this Security historical penergal amount does not include in this Security fustrament. Also, this Impartion discount to protect Lender's security and to perform any opening to protect Lender's security and to perform the	nterest, altiomays fees, and ons not apply to advances
16. LINE OF CREDIT. The Secured Debt inc. zero balance, this Security instrument will i	finder a revolving time of credit. Although the Secured remain in offect antil released.	Debt may be reduced to
	ument is governed by the laws as agreed to in the Se on where the Property is located, and applicable federa	
amend the terms of this Security Instrument [Check all applicable (see [82])	of each of the riders checked below are incorporated Other	ivic and supplement and
	•	
0,		
	4	
SIGNATURES: By signing below, Morigagor	agrees to the terms and covenants contained in this freceipt or a copy of this Security last ument on the dat	
the state of the s	Addendum incorporated herein, for adardoral Morega	•
Signature James D. Shizzeff	(Oase) (Signature) Maureen P. Shirreft	12134 17 2 005 (Oute)
ACKNOWLEDGMENT: STATE OF IL	, COUNTY OF COOK	\$48
This instrument was acknowledged be by James D. Shirreff, Maur	tore me this & Hy; day of 100 occ	openin Menoral Security of the security of the
9241	Notes proper	AAA
NATALIE PARD Actary Public State of the	O Singer	
G1996 Baakinu Systems (cd. 31. Obec, white the OPPSTATOR	**************************************	range 6 of 6

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DOOR OR

A PARCEL OF LAND SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, WITH A STREET LOCATION ADDRESS OF 728 N ELMWOOD AVE; OAK PARK, IL 60302-1728 CURRENTLY OWNED BY MAUREEN P SHIRREFF HAVING A TAX IDENTIFICATION NUMBER OF 16-06-412-014-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 807751 DATED 10/1/1996 AND FURTHER DESCRIBED AS SOUTH2 LOT2 BLK9 C/OPTS OFFICE CIRCUIT COURT PART ITION N2SE4 S06 T39N R13E 3P

16-06-412-004-0000 728 N ELMWOOD AVE; OAK PARK, IL 60302-1728 0031497787 25618168/f