



Doc#: 0536202280 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/28/2005 10:58 AM Pg: 1 of 7

This instrument prepared by and after recording should be returned to:

WEBSTER BANK
609 West Johnson Avenue
Cheshire, CT 06410-4502
Attn: Post Closing, CH535

Parcel Identification Numbers:

Common Address:
4140 FOREST AVENUE
BROOKFIELD, IL 60513

7pc

OPEN-END MORTGAGE DEED

FIRST AMERICAN TITLE
ORDER # 121534
4/4

For Bank Use Only: First Repayment Period Date: 010121
Draw Period ends: 103120

Date: December 2, 2005

Parties: In this Mortgage the words "you" and "your" mean Webster Bank, National Association with its principal offices at Webster Plaza, 145 Bank Street, Waterbury, CT 06702. The words "I", "me", "my", "we", "our" and "us" mean the Borrowers(s). "I", "me", "my", "our", "we" and "us" means a Borrower and anyone who signs this Mortgage as a Mortgagor. The term "Agreement" means the Home Equity Consumer Revolving Loan Agreement and Disclosure Statement dated December 2, 2005

LOAN INFORMATION:

Name(s) of Mortgagor(s):

BRADLEY ERICKSON

L Chris Vlajcic

Address of Mortgagor(s): 9533 LINCOLN AVE

BROOKFIELD, IL 60513

Loan Amount (Maximum principal amount of credit line): \$ 48,000.00

Property: 4140 FOREST AVE , BROOKFIELD, IL 60513

Street Address

City, State & Zip Code

UNOFFICIAL COPY 703794873

1. Grant of Mortgage. TO SECURE THE FULL AND TIMELY PAYMENT AND PERFORMANCE BY US OF ALL SUMS WHICH WE MAY OWE YOU AND ALL COVENANTS WE HAVE MADE UNDER THE AGREEMENT AND THIS MORTGAGE, WE DO HEREBY WARRANT, GRANT, GIVE, BARGAIN, CONFIRM, ASSIGN, PLEDGE, SET OVER, TRANSFER, SELL, CONVEY, REMISE, RELEASE AND OTHERWISE MORTGAGE TO YOU AND YOUR SUCCESSORS AND ASSIGNS, THE PROPERTY, WHETHER REAL, PERSONAL OR MIXED, which is described on Exhibit B to this Mortgage. Notwithstanding anything contained herein to the contrary, the liabilities secured by this Mortgage shall in no event exceed twice the Loan Amount plus interest thereon, and any disbursements made by you for the payment of taxes, special assessments or insurance on the mortgaged property, with interest on such disbursements.

WE DO HEREBY EXPRESSLY RELEASE AND WAIVE ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS. WE ALSO HEREIN EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS OF REDEMPTION WE MAY HAVE.

2. Preservation and Maintenance of Property. I shall not destroy, damage or impair the Property, allow it to deteriorate or commit waste on the Property. I shall maintain the Property in order to prevent it from deteriorating or decreasing in value because of its condition. You may make reasonable entries upon and inspections of the Property. If you have reason to believe the interior of the Property may be damaged or impaired, you may inspect the interior after reasonable (under the circumstances) notice to me. If I have abandoned or left the property vacant you may do and pay for whatever is reasonable or appropriate to protect your interest in the Property by securing the Property, including, but not limited to changing locks, boarding windows, draining pipes, turning off utilities and eliminating building or other code violations. You may also protect the priority of this Mortgage and your interest in the Property, including paying any sums secured by a lien that has priority over this Mortgage, appearing in court (including bankruptcy hearings and court) and paying reasonable attorney's fees incurred in such efforts. Any sums so expended shall become additional debt secured by this Mortgage and shall bear interest at the rate (or applicable variable rate) as set forth in the Agreement.

3. Condominium Restrictions. If the Property is a Condominium Unit, I must follow the requirements of the declaration, regulations, by-laws and any other documents that created or govern the Condominium Project. Without first obtaining your written approval, I cannot act or vote in favor of any effort to transfer the ownership of the common areas or against the repair or restoration of any part of the condominium project that is damaged or destroyed, or taken by condemnation.

4. Insurance. I shall keep all improvements on the Property insured against loss by fire and other risks, in an amount and by such insurers satisfactory to you, and shall maintain this insurance for your benefit and payable to you in case of loss, subject to the rights of any first mortgagee, and I shall not cancel or return any policy except after my redemption of this Mortgage. I can obtain this required property insurance (including any required flood insurance) from anyone I want provided the insurer is satisfactory to you.

5. Charges; Liens. I shall pay all taxes, assessments, water rates, sewer rents, utility charges, and any other charges and liens having priority over the lien of this Mortgage now or hereafter assessed. The Property is subject only to the mortgage(s) which we previously disclosed to you (the "Prior Mortgage(s)"). I shall not commit any act of default under the Prior Mortgage(s).

6. Protection of Your Security. I shall pay all costs, charges and expenses, including reasonable attorneys' fees, incurred by you in any foreclosure, or in protecting or sustaining the lien of this mortgage, or in any litigation or controversy arising from or connected with the Agreement, upon demand.

7. Binding Effect. The provisions of this Mortgage shall be binding upon and inure to the benefit of our respective heirs, successors, executors, administrators and assigns.

8. Condition of Mortgage. The condition of this Mortgage is such that whereas you and I have entered into a consumer revolving loan agreement (the terms of which are stated in the Agreement) by virtue of which you have agreed to lend me money from time to time in accordance with the terms and conditions of the Agreement provided the outstanding principal balance of all advancements under the Agreement shall not exceed at any time the Loan Amount, and I have agreed to repay all such sums advanced pursuant to the terms of the Agreement with interest, all as is more particularly set forth in the Agreement. If not sooner paid, Borrower must pay all amounts owed under the Agreement on the "Maturity Date" (as defined in the Agreement).

9. Defeasance Clause. Now, therefore, if (a) I shall well and truly repay you all sums advanced by you to me or on my behalf pursuant to the terms of the Agreement, with interest, (b) I shall otherwise fully perform all my agreements and obligations under the Agreement, including the Mortgage, and (c) you have terminated all requirements to lend future amounts to me, then you shall release this Mortgage and lien thereof by proper instrument upon payment by me of a reasonable fee to you for the execution of such release; otherwise this Mortgage shall remain in full force and effect.

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10. Due On Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and borrower is not a natural person) without your prior written consent, you may, at your option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by you if exercise is prohibited by federal law as of the date of this Mortgage.

11. Default. If I am in Default under this Mortgage or the Agreement, you may accelerate (require immediate payment in full of all sums due under the Mortgage and the Agreement), without demand or notice. If I do not pay the accelerated sum in full, you will be entitled to all remedies at law and equity, including foreclosure. It will be a default ("Default") if:

- a. The Borrower does not pay the full amount of each payment when it is due or, if this is a secondary Mortgage loan and the Borrower paid a prepaid finance charge, the Borrower does not pay the full amount of each payment within 60 days of the date it is due; or
- b. All or any part of the Property is sold or transferred without your prior written consent; or
- c. I fail to perform any of the material terms and conditions of this Mortgage or any prior Mortgage; or
- d. All the Borrowers who sign the Mortgage die; or
- e. I permit a lien or encumbrance on the property which adversely affects your security for the Agreement; or
- f. Any Borrower engages in fraud or material misrepresentation with respect to the Agreement.

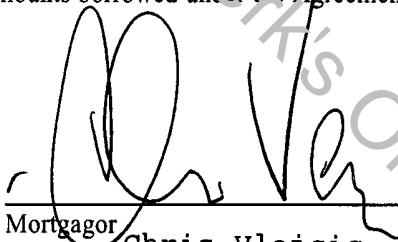
12. Occupancy Clause. I shall occupy, establish and use the Property as my principal residence (or second home, if agreed to by you), **and shall continue to so occupy the property for the term of the Mortgage, unless you otherwise agree in writing.**

13. Future Advances. This Mortgage is given to secure, among other things, a "Revolving Credit" loan as defined in 815 ILCS 205/4.1 of the Illinois Compiled Statutes (1997), and secures not only the liabilities owed by me to you existing on the date hereof, but all future advances, whether such advances are obligatory, to be made at your option, or otherwise, as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no liabilities outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount equal to twice the Loan Amount, plus interest thereon, and any disbursements made by you for the payment of taxes, special assessments or insurance on the mortgaged property, with interest on such disbursements. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the mortgaged property given priority by law.

14. Sign Below. By signing below, I agree to all of the terms of this Mortgage and acknowledge that I have received a copy of this Mortgage. Anyone who signs below as "Mortgagor" but who does not sign the Agreement, is granting you a Mortgage but is not obligated under the Agreement and does not promise to pay the amounts borrowed under the Agreement.

Signed this **2nd day of December, 2005.**


Mortgagor **BRADLEY ERICKSON**


Mortgagor **Chris Vljacic**

Mortgagor

Mortgagor

Mortgagor

Mortgagor

Mortgagor

Mortgagor

(Note: To Waive Homestead Exemption Spouse Must Sign Even If Spouse's Name is Not on Title)

UNOFFICIAL COPY 1703794873

COUNTY OF **COOK**

)
) SS: **LOMBARD**
)

Personally appeared before me, the undersigned

BRADLEY ERICKSON

AND Chris Vlatcic

, who acknowledged that he/she/they executed this instrument as his/her/their free act and deed.

Susan M Graj

Notary Public
My Commission Expires:



Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION - EXHIBIT A

Legal Description: LOT 34 AND 35 IN BLOCK 86 IN S.E. GROSS THIRD ADDITION TO GROSSDALE, BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND EAST HALF OF THE NORTHWEST QUARTER OF THE ROAD KNOWN AS OGDEN AVENUE (EXCEPT RAILROAD) ALSO THE EAST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF OGDEN AVENUE ALL IN SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 18-03-221-050-0000 Vol. 0075

Property Address: 4140 Forest Avenue, Brookfield, Illinois 60513

Property of Cook County Clerk's Office

4703794873

UNOFFICIAL COPY

This instrument prepared by and after recording should be returned to:

WEBSTER BANK
609 West Johnson Avenue
Cheshire, CT 06410-4502
Attention: CH535
PARCEL IDENTIFICATION NUMBERS:

COMMON ADDRESS: _____

AMENDMENT TO OPEN-END MORTGAGE DEED

This Amendment to Open-End Mortgage Deed ("Amendment") between **Webster Bank, National Association**, the Mortgagee, and **BRADLEY ERICKSON** and **Chris Vljajcic** ("Borrower") amends the Open-End Mortgage Deed entered into between Mortgagee and Borrower, on **December 2, 2005** with the _____ County, Illinois, recorder of deeds as Document No. **4703794873** ("Mortgage").

RECITALS

- A. The Mortgage secures a maximum principal amount of credit of \$ **48,000.00** pursuant to the Home Equity Consumer Revolving Loan Agreement and Disclosure Statement ("Revolving Loan Agreement").
- B. Borrower has elected to rescind that the line of credit evidenced by the Revolving Loan Agreement, other than the portion that was advanced to purchase the Property.
- C. The parties are amending the Mortgage to reflect that the principal amount of indebtedness secured thereby is \$ **48,000.00** and that no additional advances may be obtained.

AGREEMENT

The parties hereby agree as follows:

- 1. All capitalized terms used in this Amendment not otherwise defined herein have the meaning provided in the Mortgage.
- 2. The Mortgage, as amended, secures a Loan Amount of \$ _____ and all additional sums due thereunder or under the Revolving Loan Agreement. Borrower may obtain no additional advances under the Revolving Loan Agreement.
- 3. Except as modified hereby, all provisions of the Mortgage remain in full force and effect.

By signing below, Borrower agrees to the terms of this Amendment and acknowledges that he or she has received a copy of this Amendment.

Signed this **2** day of **December 05**

Witness: _____

Mortgagor: **BRADLEY ERICKSON**

Witness: _____

Mortgagor: **Chris Vljajcic**

Mortgagor: _____

Mortgagor: _____

UNOFFICIAL COPY

Mortgagor:

Mortgagor:

Mortgagor:

Mortgagor:

COUNTY OF COOK

BRADLEY

ERICKSON

} ss: LOMBARD

and Chris Vlatcic

who personally appeared before me as his/her/their free act and deed.



Susan M. Gray

[Space below this line is reserved for Webster Bank's acknowledgment]

Webster Bank, National Association

Witness

By:
Its:

STATE OF

COUNTY OF

} ss:

On this _____ day of _____, before me, the undersigned officer, personally appeared, _____, who acknowledged himself/herself to be the _____ of Webster Bank, National Association, a corporation, and that he/she as such officer, being duly authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself/herself as

In Witness Whereof, I hereunto set my hand and official seal.

Commission of the Superior Court
Notary Public
My Commission Expires: _____