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Doc#: 0601053002 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/10/2006 08:57 AM Pg: 1 of 12

GIT

This Mortgage prepared by: Alicia Stubblefield Washington Mutual Bank, FA 3200 SW FREEWAY, 24TH FLOOR HOUSTON, TX 77027



REVOLVING CREDIT MORTGAGE

Loan Number: 0677041642

THIS MORTGAGE is from: CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 5, 2002 AND KNOWN AS TRUST NUMBER 1108584

whose address is:

308 EAST 18TH STREET Chicago, IL 60616-1539

("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 2273 N Green Valley Parkway, Suite #14, Henderson, NV 89014 ("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:

Tax Parcel Number: 17-22-304-047-0000 together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all

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plumbing, lighting, air conditioning, and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property". If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

2. **Obligation Secured.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a WaMu Equity Plus(TM) Agreement and Disclosure with Lender with a maximum credit limit of \$40,000.00 (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 12/21/2035 (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.

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.

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) 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 Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(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 timely manner;

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(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and

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

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

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

7. Remedies for Default.

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

(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.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, 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 Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Illinois.

(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 declare default for failure to so pay.

8. Notice and Opportunity to Cure Defaults. Except in the case of abandonment or other extreme circumstances, Lender shall, at least thirty (30) days prior to declaring the entire Debt immediately due and payable in full and/or exercising any of the other remedies for default specified

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in Section 7, send to Borrower, by certified mail, a notice of default specifying the nature of the default and in the case of a payment default, the sum of the payments in default and any applicable late charges.

Borrower will have thirty (30) days from the postmarked date of such default notice to cure the default and during such thirty (30) day period, Lender shall not, in the absence of extreme circumstances, declare the entire Debt immediately due and payable in full and/or pursue any of the other remedies for default specified in Section 7. The above notwithstanding, Borrower shall be entitled to only two (2) such default notices in any twelve (12) month period, and if subsequent defaults occur within that twelve (12) month period, Lender may exercise its remedies for default immediately and without notice to Borrower.

9. 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.

10. 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 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.

11. 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.

12. 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

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

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

14. Miscellaneous. This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of Illinois. In the event of any action hereunder or

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related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

15. Waiver of Homestead. Borrower hereby waives all right to homestead exemption in the Property.

16. Waiver of Homestead Exemption by Non-Borrower. To induce Lender to extend credit to Borrower, the undersigned hereby waives all right of homestead exemption in the property.

17. Joining in Execution. If this box is checked the following applies:

_____ joins in the execution and delivery of this Mortgage to induce the Lender to make the loan and to create a valid, enforceable lien under Illinois homestead law. _____ does not undertake any responsibility for the payments of the note secured by this Mortgage or the performance of any of the warranties, terms, or conditions of this Mortgage.

18. Riders. If one or more riders are executed by Borrower and recorded together with this 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)]

Condominium Rider

Planned Unit Development Rider

Land Trust Rider

Other: _____
(specify)

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DATED at Chicago, Illinois this 16th day of December, 2005

BORROWER(S):

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 5, 2002 AND KNOW AS TRUST NUMBER 1108584 **and not personally**

ATTEST: **Attestation not required pursuant to corporate by-laws.**

Printed name and title: **Margaret O'Donnell** TRUST OFFICER

By: Margaret O'Donnell

The undersigned, being the beneficiary of the Mortgagor, hereby waives all right of homestead exception in the Property.

Gregory E. McGowan
GREGORY E. MCGOWAN

Trustee's Exoneration Rider attached hereto and made a part hereof.

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Margaret O'Donnell, Trust Officer of Chicago Title Land Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this
19th day of December, 2005.



Jeanette DeJesus

Notary Public

Property
Cook County Clerk's Office

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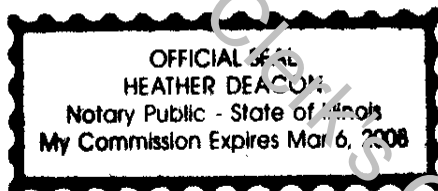
STATE OF ILLINOIS)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this 16 day of Dec, 2005
by GREGORY E. MCGOWAN and

_____ and

who is/are personally known to me or has produced IL DL
as identification.

Heather Deacon
Printed/Typed Name: Heather Deacon
Notary public in and for the state of Illinois
Commission Number: _____



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EXHIBIT "A"

LOT 13 IN PRAIRIE DISTRICT TOWNHOMES RESUBDIVISION PHASE ONE A, OF THAT PART OF LOT 1 IN DENBILL'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 93 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 2002 AS DOCUMENT NUMBER 0020060188, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 58 MINUTES 14 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1, 131.45 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 45 SECONDS WEST, 13.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 04 MINUTES 06 SECONDS EAST, 54.50 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 14 SECONDS EAST, 20.91 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 06 SECONDS WEST, 33.31 FEET; THENCE SOUTH 45 DEGREES 06 MINUTES 45 SECONDS EAST, 2.87 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 06 SECONDS WEST, 19.17 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 14 SECONDS WEST, 22.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Office of Cook County Clerk's Office

UNOFFICIAL COPY**ILLINOIS LAND TRUST RIDER**

Loan Number: 0677041642

THIS RIDER dated 12/16/2005 changes and adds to the Mortgage (the "Security Instrument") signed by the Mortgagor (the "Mortgagor") this day. The Security Instrument secures Mortgagor's WaMu Equity Plus(TM) Agreement and Disclosure (the "Credit Agreement") with Washington Mutual Bank, FA (the "Lender"), also signed this day, and covers the property as described in the Security Instrument and located at:
308 EAST 18TH STREET Chicago, IL 60616-1539

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

1. The word "Borrower," whenever used in the Security Instrument to describe the Trustee, is hereby amended to read "Mortgagor."
2. Paragraph 14 of the Security Instrument is hereby amended to read as follows:

14. **WAIVER OF HOMESTEAD AND REDEMPTION.** Mortgagor hereby waives all right of homestead exemption in the Property. To the extent permitted by applicable law, Mortgagor hereby waives all right of redemption on behalf of Mortgagor and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Instrument, and on behalf of any person beneficially interested in Mortgagor.

3. Paragraph 17 shall be renumbered as Paragraph 18 and a new Paragraph 17 shall be added to the Security Instrument to read as follows:

This Security Instrument is executed by:

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT
 DATED JULY 5, 2002 AND KNOW AS TRUST NUMBER 1108584

(the "Trustee"), not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and
 CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT
 DATED JULY 5, 2002 AND KNOW AS TRUST NUMBER 1108584

hereby warrants that it possesses full power and authority to execute this Instrument and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the Trustee personally to pay the Credit Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained; all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any guarantor, co-signor, surety or endorser of the indebtedness secured hereby.

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BY SIGNING BELOW, the undersigned accept and agree to the terms and covenants contained in this Rider.

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 5, 2002 AND KNOW AS TRUST NUMBER 1108584 **and not personally**

ATTEST: **Trustee's Exoneration Rider attached hereto and made a part hereof.**

Printed name and title: **Margaret O'Donnell** TRUST OFFICER

By: Margaret O'Donnell

The undersigned, being the beneficiary of the Mortgagor, hereby waives all right of homestead exception in the Property.

GREGORY E. MCGOWAN
GREGORY E. MCGOWAN

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