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0604842012

Doc#: 0604842012 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/17/2006 08:16 AM Pg: 1 of 14

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
TARA PASCH
COUNTRYWIDE HOME LOANS, INC.

2 MID AMERICA SUITE #450
OAKBROOK TERRACE, IL 60181

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008316948

[Escrow/Closing #]

00012450594701006

[Doc ID #]

MORTGAGE

(Line of Credit)

MIN 1000157-0006300675-9

THIS MORTGAGE, dated JANUARY 18, 2006 is between

JOHN J WISOWATY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2005
AND KNOWN AS THE JOHN J WISOWATY REVOCABLE TRUST

residing at

2419 W CHARLESTON ST, CHICAGO, IL 60647

the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "our," or "us" and
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with
an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS acting solely as nominee for
COUNTRYWIDE HOME LOANS, INC.

("Lender" or "you") and its successors and assigns. MERS is the "Mortgagee" under this Mortgage.

● MERS HELOC - IL Mortgage
1D999-IL (11/04)(d)

Page 1 of 7

Initials: *JW*



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Box 334

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ABS

2 of 2

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DOC ID #: 00012450594701006

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the premises located at:

2419 W CHARLESTON ST, CHICAGO

Street, Municipality

COOK

County

Illinois 60647-4109 (the "Premises").

ZIP

and further described as:

LOT 7 IN THE RESUBDIVISION BY GEORGE FORCE OF W.H. POWELL'S SUBDIVISION, OF THE SOUTH 118 3/4 FEET OF THE EAST 7 ACRES OF LOT 6, IN THE CIRCUIT COURT PARTITION OF THE SOUTH 63.42 ACRES (NORTH OF MILWAUKEE PLANK ROAD) OF THE NORTHEAST 1/4 SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

Parcel ID #: 13-36-226-005-0000

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

LOAN: This Mortgage will secure your loan to us in the principal amount of \$ 210,277.00 or so much thereof as may be advanced and readvanced from time to time to JOHN J. WISOWATY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2005 AND KNOWN AS THE JOHN J WISOWATY REVOCABLE TRUST

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated JANUARY 18, 2006, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

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OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

OUR IMPORTANT OBLIGATIONS:

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and interests of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

(f) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

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(g) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 05/20/2004 and given by us to COUNTRYWIDE HOME LOANS, INC.

as mortgagee, in the original amount of \$ 302,151.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

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DOC ID #: 00012450594701006

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Scaled and delivered in the presence of:

WITNESS:

John J. Wisowaty _____ (SEAL)
 Mortgagor: JOHN J. WISOWATY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2005
 AND KNOWN AS THE JOHN J WISOWATY REVOCABLE TRUST

_____ (SEAL)
 Mortgagor:

_____ (SEAL)
 Mortgagor:

_____ (SEAL)
 Mortgagor:

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DOC ID #: 00012450594701006

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Scaled and delivered in the presence of:

WITNESS:

John J. Wisowaty

Mortgagor: JOHN J. WISOWATY (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

Mortgagor: (SEAL)

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STATE OF ILLINOIS,

DOC ID #: 00012450594701006
Cook County ss:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
John J. Wisawaty

_____, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he _____ signed and delivered the said instrument as free and voluntary act, for the uses and purposes the rein set forth.

Given under my hand and official seal, this 18 day of January 2006

My Commission Expires: 3-11-09

This Instrument was prepared by:

Notary Public



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After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

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INTER VIVOS REVOCABLE TRUST AS BORROWER - ACKNOWLEDGMENT

PARCEL ID #:
13-36-226-005-0000

Prepared By:
TARA PASCH
COUNTRYWIDE HOME LOANS, INC.

2 MID AMERICA SUITE #450
OAKBROOK TERRACE
IL 60181

008316948
[Escrow/Closing #]

00012450594701006
[Doc ID #]

MULTISTATE INTER VIVOS REVOCABLE TRUST AS BORROWER/ACKNOWLEDGMENT

Page 1 of 2

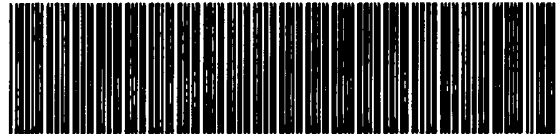
Initials: *JPW*

12/99

 373R (9912).02 CHL (09/01)(d) VMP MORTGAGE FORMS - (800)521-7291



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DOC ID #: 00012450594701006

BY SIGNING BELOW, the undersigned, Settlor(s) of the

JOHN J WISOWATY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2005
AND KNOWN AS THE JOHN J WISOWATY REVOCABLE TRUST

Trust under trust instrument dated JANUARY 19, 2005, for the benefit of
JOHN J. WISOWATY
acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and
agrees to be bound thereby.

John J. Wisowaty

JOHN J. WISOWATY, AS TRUSTEE UNDER TRUST -Trust Settlor
AGREEMENT DATED JANUARY 19, 2005 AND KNOWN AS THE
JOHN J WISOWATY REVOCABLE TRUST

-Trust Settlor

-Trust Settlor

-Trust Settlor

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INTER VIVOS REVOCABLE TRUST RIDER

After Recording Return To:

COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
13-36-226-005-0000

Prepared By:

TARA PASCH
COUNTRYWIDE HOME LOANS, INC.

2 MID AMERICA SUITE #450
OAKBROOK TERRACE
IL 60181

008316948 00012450594701006
[Escrow/Closing #] [Doc ID #]

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

VMP-372R (0405) CHL (06/04)(d) Page 1 of 5

initials: *JPW*
5/04

VMP Mortgage Solutions, Inc. (800)521-7291



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DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The JOHN J WISOWATY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 19, 2005 AND KNOWN AS THE JOHN J WISOWATY REVOCABLE TRUST created under trust instrument dated JANUARY 19, 2005, for the benefit of JOHN J. WISOWATY

(B) "Revocable Trust Trustee(s)." JOHN J. WISOWATY

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." JOHN J. WISOWATY

settlor(s) of the Revocable Trust signing below.

(D) "Lender." COUNTRYWIDE HOME LOANS, INC.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at: 2419 W CHARLESTON ST, CHICAGO, IL 60647-4109

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this EIGHTEENTH day of JANUARY, 2006, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

Initials: JW

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The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of _____; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of ILLINOIS; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

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C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

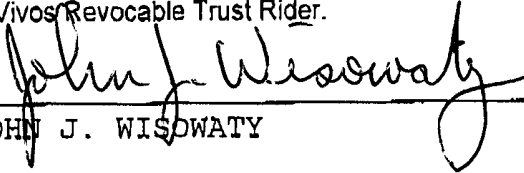
If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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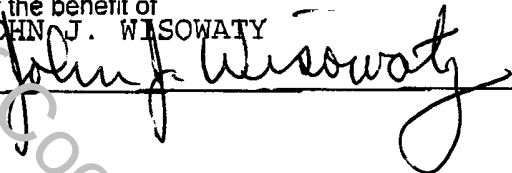
DOC ID #: 00012450594701006

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.



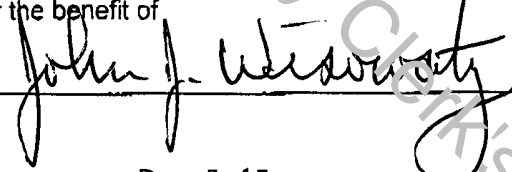
 JOHN J. WISOWATY

Trustee of the
 JOHN J WISOWATY, AS TRUSTEE UNDER TRUST AGREEMENT DATED
 JANUARY 19, 2005 AND KNOWN AS THE JOHN J WISOWATY REVOCABLE TRUST
 under trust instrument dated JANUARY 19, 2005
 for the benefit of
 JOHN J. WISOWATY



 - Borrower

Trustee of the
 JOHN J WISOWATY, AS TRUSTEE UNDER TRUST AGREEMENT DATED
 JANUARY 19, 2005 AND KNOWN AS THE JOHN J WISOWATY REVOCABLE TRUST
 under trust instrument dated JANUARY 19, 2005
 for the benefit of



 - Borrower

Property of Cook County Clerk's Office