

CIT

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



WEBSTER BANK
609 West Johnson Avenue
Cheshire, CT 06410-4502
Attn: Post Closing, CH53

Doc#: 0613953173 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2006 11:22 AM Pg: 1 of 8

Parcel Identification Numbers:

13-28-313-029
13-28-313-030

Common Address:

5438 W WRIGHTWOOD AVENUE
CHICAGO, IL 60639

4365357 313 J.S

OPEN-END MORTGAGE DEED

For Bank Use Only: First Repayment Period Date: 060121
Draw Period Ends: 033121

Date: May 8, 2006

Parties: In this Mortgage the words "you" and "your" mean Webster Bank, N.A. 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 May 8, 2006

LOAN INFORMATION:

Name(s) of Mortgagor(s):

JUAN C. HERNANDEZ
MERRI K. HERNANDEZ , HIS WIFE

Address of Mortgagor(s): 5438 W WRIGHTWOOD AVE
CHICAGO, IL 60639

Loan Amount (Maximum principal amount of credit line): \$ 147,000.00

Property: 5438 W WRIGHTWOOD AVE , CHICAGO, IL 60639
Street Address City, State & Zip Code

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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:

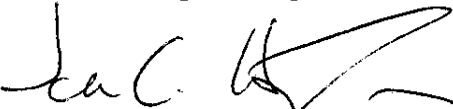
- a. The Borrower does not pay the full amount of each payment when it is due or, if this is a secondary Mortgage loan and the Borrower paid a prepaid finance charge, the Borrower does not pay the full amount of each payment within 60 days of the date it is due; or
- b. All or any part of the Property 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 (1992), 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 8th day of May, 2006.



 Mortgagor JUAN C. HERNANDEZ

 Mortgagor



 Mortgagor MERRI K. HERNANDEZ

 Mortgagor

Mortgagor

Mortgagor

Mortgagor

Mortgagor

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

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State of IL
COUNTY OF COOK

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) SS:
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Personally appeared before me, the undersigned
JUAN C. HERNANDEZ AND MERRI K. HERNANDEZ

, who acknowledged that he/she/they executed this instrument as his/her/their free act and deed. on May 8, 2006



Irina Khizman

Notary Public

My Commission Expires: 11/15/07

Property of Cook County Clerk's Office

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1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 8th day of May, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Webster Bank, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

5438 W WRIGHTWOOD AVENUE, CHICAGO, IL 60639
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

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MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

VMP-57R (0401).01

Page 1 of 3

Initials: *[Handwritten Signature]*

VMP Mortgage Solutions
(800)521-7291



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E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.


Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

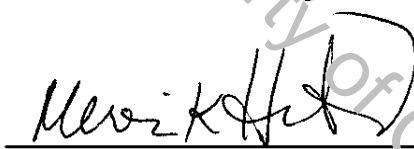
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

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I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

 _____ (Seal) JUAN C. HERNANDEZ -Borrower	_____ (Seal) -Borrower
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 _____ (Seal) MERRI K. HERNANDEZ -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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Property of Cook County Clerk's Office

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ORDER NO.: 1301 - 004365357
ESCROW NO.: 1301 - 004365357

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STREET ADDRESS: 5438 WEST WRIGHTWOOD AVENUE
CITY: CHICAGO **ZIP CODE:** 60639
TAX NUMBER: 13-28-313-029-0000

COUNTY: COOK

Property of Cook County Clerk's Office

LEGAL DESCRIPTION:

LOTS 32 AND 33 IN BLOCK 4 IN WRIGHTWOOD AVENUE ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.