

3 of 3

UNOFFICIAL COPY

8346984
26054640



Doc#: 0618620009 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/05/2006 07:39 AM Pg: 1 of 13

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

Prepared By:
KRISTI SAARI
COUNTRYWIDE HOME LOANS, INC.

6400 LEGACY DR
PLANO, TX 75024

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00013883484806006
[Doc ID #]

MORTGAGE (Line of Credit)

MIN 1000157-0006994565-3

THIS MORTGAGE, dated JUNE 27, 2006 is between
LIDIA TOHATAN

residing at
6857 KNOX, LINCOLNWOOD, IL 60612
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we," "ou," 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)

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Initials: LT



13K9



BOX 333-CTT

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DOC ID #: 00013883484806006

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:

4446 W Estes Ave, Lincolnwood
Street, Municipality

CLARK
County

Illinois 60712-2228 (the "Premises").
ZIP

and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID #: 10-34-105-034-000

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 \$ 184,500.00 or so much thereof as may be advanced and readvanced from time to time to LIDIA TOHATAN

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note"), dated JUNE 27, 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 liens 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 WASH MUTUAL

as mortgagee, in the original amount of \$ 0.00 (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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WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

For MERS:

P.O. Box 2026, Flint, MI 48501-2026

For Lender:

4500 Park Granada, Calabasas, CA 91302-1613

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with the Uniform Commercial Code.

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STATE OF ILLINOIS,

COF DOC ID #: 00013883484806006
County ss:

I, DENIS RYAN, a Notary Public in and for said county and state do hereby certify that

Lidia Tohatan

, 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 she 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 27 day of June 2006

My Commission Expires:

This Instrument was prepared by:

[Handwritten Signature]

Notary Public



UNOFFICIAL COPY**DEED OF TRUST, MORTGAGE RIDER
FOR CONSTRUCTION LOAN****After Recording Return To:**

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

PARCEL ID #:
10-34-105-034-000

Prepared By:

KRISTI SAARI
COUNTRYWIDE HOME LOANS, INC.

6400 LEGACY DR
PLANO
TX 75024

00013883484806006
[Doc ID #]

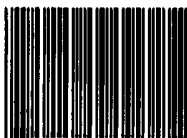
THIS DEED OF TRUST, MORTGAGE RIDER FOR CONSTRUCTION LOAN (this "Rider") is made as of JUNE 27, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument")

CONV

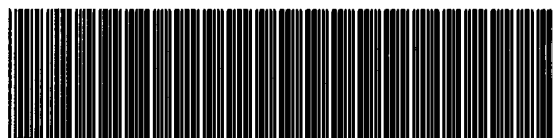
• CCL - DOT/Mortgage Rider
1D251-XX (06/04)(d)

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Initials: LS



* 2 3 9 9 1 *



* 1 3 8 8 3 4 8 4 8 0 0 0 0 1 D 2 5 1 *

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DOC ID #: 00013883484806006

of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

(the "Lender") and covering the property described in the Security Instrument and located at:
4446 W Estes Ave, Lincolnwood, IL 60712-2228

(the "Property").

ADDITIONAL COVENANTS. In addition to the covenants made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Construction Loan Agreement. Concurrently herewith, Borrower has executed and delivered to Lender that certain Construction Loan Agreement with Security Agreement (the "Loan Agreement") and that certain Construction Loan Addendum to Note (the "Addendum"). The Security Agreement shall also secure Borrower's performance of Borrower's payment and performance of the terms and conditions of the Loan Agreement and the Addendum. A default by Borrower under the terms and conditions of the Loan Agreement or the Addendum (including but not limited to the obligation to complete the Improvements in accordance with the terms of the Loan Agreement) shall constitute a default under the Note and Security Instrument and entitle Lender to all rights and remedies thereunder. All terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

2. Advances. The loan evidenced by the Note will be advanced to Borrower pursuant to the Loan Agreement. Lender shall not be obligated to advance on a cumulative basis any sums in excess of the face amount of obligations evidenced by the Note; provided however the amounts secured hereunder shall include such principal amount, whether advanced as of the date hereof or in the future, together with such other expenditures by Lender made in accordance with the Loan Agreement or the Security Agreement, all just as if the advance or other expenditure was made on the date of this Security Instrument. The total amount of the indebtedness secured by this Security Instrument may increase or decrease from time to time, but the total unpaid balance secured by this Security Instrument shall not exceed two times the amount of the Note, together with accrued interest and all of Lender's costs, expenses, and disbursements made under this Security Instrument. Borrower and Lender have not contracted to require written notation or evidence of each future advance to be made under the Note.

3. Security Agreements; Fixture Filing. As such terms are defined in the applicable State Commercial Code, the "Debtor" is Borrower, having an address of the Property, and the "Secured Party" is Lender, having an address for the transaction of business as shown for Lender on the first page of the Security Instrument. The term "Property" as used in the Security Instrument shall also include all items of personal property of any kind whatsoever, building materials, appliances, equipment, machinery, goods and fixtures (collectively, "personal property") now or hereafter located

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• CCL - DOT/Mortgage Rider
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on or attached or affixed to the real property described therein, the cost of which was paid, in whole or in part, from the proceeds of the loan made by Lender to Borrower pursuant to the Loan Agreement and Borrower hereby grants to Lender a security interest in and to the personal property and all proceeds hereof. To the extent of the existence of personal property encumbered by the Security Instrument, as herein modified, the Security Instrument constitutes a security agreement and is intended to create a security interest in such personal property in favor of Lender and to constitute a "fixture filing" in accordance with the provisions of the Uniform Commercial Code of the state where the real property is located, and all rights and remedies of a secured party under the Uniform Commercial Code in the event of any breach of any covenant or agreement in the Security Instrument. The Security Instrument shall be self-operative with respect to such personal property, but Borrower shall execute and deliver such financing statements, security agreements or other instruments as Lender may request in order to perfect Lender's security interest in the personal property; notwithstanding however Borrower authorizes Lender as the Secured Party to file such other financing statements as Secured Party may believe appropriate, without obtaining the signature of Borrower as Debtor. The Security Instrument constitutes a fixture filing with respect to any and all fixtures or any goods which may now be or may hereafter become fixtures included within the term "Property."

4. Miscellaneous. Except as modified, amended or supplemented herein, all other terms and conditions of the Security Instrument shall remain unchanged and shall be applicable and govern on and after the date hereof until the Note and all amounts secured by the Security Interest shall be paid in full. Borrower shall, upon request of Lender from time to time, execute, acknowledge, deliver and/or record such additional documents, instruments and agreements as Lender may require to confirm or evidence the occurrence of the Completion Date.

5. Adjustments. Notwithstanding anything in the Security Instrument or Note to the contrary, if the actual Completion Date does not occur on the Scheduled Completion Date, then Lender may at its option extend or shorten the maturity date in the Note and Security Instrument to provide the same period of time for Borrower's repayment as provided in the Note. Similarly, if the total Loan Proceeds advanced and outstanding at the time of the Completion Date are less than the principal amount indicated on the Note, then Lender may at its option re-amortize the payments under the Note and reduce the Borrower's monthly payment. If Lender opts to do either of the foregoing, Lender shall give Borrower notice of such new maturity date or reduced payment amount. Borrower hereby consents to the foregoing, and no further consent is required hereafter.

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1D251-XX (06/04)

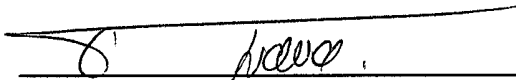
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Initials LT

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.


 _____ (Seal)
 LIDIA TOHATAN - Borrower


 _____ (Seal)
 STEPHEN TOHATAN - Borrower

_____ (Seal)
 - Borrower

_____ (Seal)
 - Borrower

Property of Cook County Clerk's Office

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

Sealed and delivered in the presence of:

WITNESS:

LT _____ (SEAL)
Mortgagor: LIDIA TOHATAN

ST _____ (SEAL)
Mortgagor: ~~STEPHEN TOHATAN~~

_____ (SEAL)
Mortgagor:

_____ (SEAL)
Mortgagor:

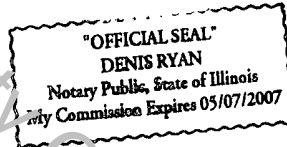
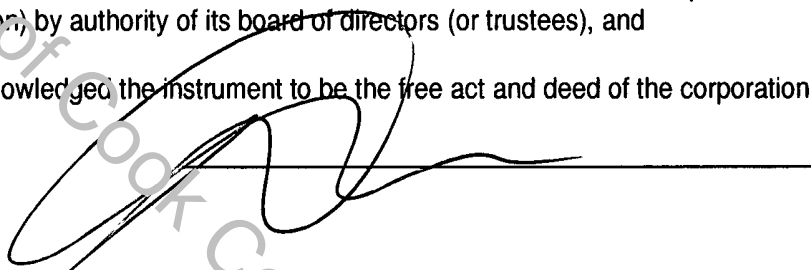
UNOFFICIAL COPY

DOC ID #: 00013883484806006

Commonwealth/State of
District/County/Parish of

On this 27 day of June, 2006, before me, a Notary, personally appeared

to me personally known, who, being by me duly sworn (or affirmed), did say that he/she is the
of
and that the seal affixed to the instrument is the corporate seal
of the corporation (or association) by authority of its board of directors (or trustees), and
acknowledged the instrument to be the free act and deed of the corporation.



CONV
• CCL - DOT/Mortgage Rider
1D251-XX (06/04)

Property of Cook County Clerk's Office

UNOFFICIAL COPY



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008346984 SK
STREET ADDRESS: 4446 W. ESTES
CITY: LINCOLNWOOD **COUNTY:** COOK
TAX NUMBER: 10-34-105-034-0000

LEGAL DESCRIPTION:

LOT 18 (EXCEPT THE WEST 31 FEET THEREOF) AND ALL OF LOT 17 AND THE WEST 23 FEET OF LOT 16 TOGETHER WITH THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING THEREOF IN KOPP'S LINCOLN AVENUE SUBDIVISION OF LOT 4 AND PART OF LOT 1 IN JAMES CLARK SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office