F-358

Date: 09/29/2006 97:43 NV/Pg: 1 of 8 *RHSP FEE \$10.00 Applied

When recorded mail to: FIRST AMERICAN TITLE INSURANCE LENDERS ADVANTAGE 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 ATTN: FT1120

Corporate Trustee Under a Land Trust

EQUITY CASH LINE MORTGAGE 10055118

THIS MORTGAGE is made this

24th

day of August, 2006 , between the Mortgagor,

HELEN E . PAULUCE, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 15TH DAY OF MAY, 1995

(herein "Borrower"), and the Mongagee, MidAmerica Bank. Fsb., (herein "Lende.") a corporation organized and existing under the laws of the United States of America. whose address is 2650 WARRENVILLE COAL. SUITE 500, DOWNERS GROVE, IL 60515-17:11

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 50,000.00 indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments , which as called for therein, with the balance of indebtedness, if not come paid, due and payable on August 1st, 2026

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereo 1; the payment of all other sums, with interest thereon, advanced in accordance herewith to project the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower dies hereby mortgage, grant and convey to Lender the following described property located in the County of Cook Dents Office State of Illinois:

See attached legal

Parcel ID#: 15-21-320-022-0000

which has the address of 2120 HULL AVE,

Westchester

Illinois

60154

(hcrein "Property Address");

Street

[ŽIP Code]

IL Equity Cash Line Mortgage-FNMA FHLMC Uniform Instrumen



[City]

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; an I all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred (a as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Application of Payments. The borrower must pay to the Bank at least the minimum amount due in each billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from paying the minimum payment in any the billing cycle. Payments received will be applied in the following order when posted (1) accused interest, if any; (2) late charges, if any; (3) annual service fee and/or other charges, if any; (4) principal reduction.
- 3. Prior Moragages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, of other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and offer charges, fines and impositions attributable to the P. or crty which may attain a priority over this Mortgage, and leasthold payments or ground rents, if any.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lunder; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of aird in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of the mortgage, deed of trust or other security as reement with a lien, which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the terrance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respect to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repoir of the Property or to the sums secured by this Mortgage.

- S. Preservation and Maintenance of Property; Leaseholds; Condominiaris; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairm at or deterior tion of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreemen s contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reason ble attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 9. Borrower Not Released; Forbcarance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbcarance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the lights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 lender. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, g ant and convey that Borrower's interest in the Property to hearlest under the terms of this Mortgage, (b) is not personally liable on he Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Londer's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by relivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borro ver may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender address stated herein or to such other at dress as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability or federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note con ficts with applicable lav, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "experses" and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements in ide to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sems secured by this mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any re-nedies permitted by this Mortgage without further notice or demand on Borrower.

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17. Obligatory Advances. This mortgage secures the repayment of certain sums advanced to the borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, Lender is obligated from time to time and upon demand of the Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.

NON-UNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:

- 18. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secure I by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is railed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is 1.0 cared on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclosure including, but not limited to, reasonable atterney's fees and costs of documentary evidence, abstracts and title reports.
- Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment, enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage,; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable and process; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to secondenation under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 here of or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's costs of management of the Property and then to the sums secured by this Mortgage. The receiver shall be liable to account only for the rents actually received.

- 21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower shall pay all costs of recordation, if any.
 - 22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action,

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

HELFNE PALUCH	as Trustee of the
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HELEI(F PALUCH TRUST DATED MAY 15, 1995

HELEN PALUCH

HELEN E PALUCH as Trustee under THR AFLEN E PALUCH TRUST under trust instruments, DATED MAY 15,

1995 if the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound hereby.

HELEN E PALUCH

(Sign Original Only)

STATE OF ILLINOIS.

a Notary Public in and for said county and state do hereby certify that

HELEN E PALUCH AS TRUSTEE OF THE HELEN E PALUCH TRUST DATED MAY 15, 1995

HEIEN E. PALUCH , personally known to me to be the same person (e) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the signed and delivered the said instrument as free and voluntary act, for the uses and pu poses therein set forth.

Given under my hand and official seal, this

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 2650 WARRENVILLE ROAD SUITE 500 DOWNERS GROVE, IL 60515-1721

II. Equity Cash Line Mortgage-FNMA.FHLMC Uniform Instrument

OFFICIAL SEAL EDWARD F MILLER

REVOCABLE TRUST RIDER

DEFINITION'S USED IN THIS RIDER

(F)

"Property."

(A)	"Kevocabiz TrusT	The HELEN E PALUCH TRUST DATED
		MAY 15, 1995 FOR the BENEFIT OF
	Ox	HELEN E PALUCH
(B)	"Revocable Trust Trustees"	HELEN E PALUCH
		trustee(s) of the HELEN E PALUCH TRUST
Ó	interpretation of the second	1
(C)	"Revocable Trust "Settlor(s)."	HELI N E PALUCH
		settlor(s) of the HELEN E PALUCH TRUST signing below.
(D)	"Lender."	MidAmerica Bank. Isb.
(E)	Security Instrument,"	The Mortgage and any riders thereto of the same
	•	
		date as this Rider given () score the Note to the Lender of
		the same date and covering the Property (as defined below).

2120 HULL AVE. WESTCHESTER IL., 60154 [Property Address]

THIS REVOCABLE TRUST RIDER is made this <u>23RD</u> day of AUGUST, 2006, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

The property described in the Security instrument and located

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

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ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Revocable Trust, jointly and severally. Each party igning this Rider below (whether by accepting and agreeing to be bound thereby, or both) covena its 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 the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrowtr" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and co-enants contained in this Revocable Trust Rider.

HELEN E PALCCH Trustees of THE HELEN E PALUCH TRUST under

Trust Instrument arted MAY 15, 1995 for the benefit of HELFNE PALUCH

HELEN E PALUCH

BY SIGNING BELOW, the undersigned Revocable Front Settlor(s) acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agree, to be bound hereby. · Clart's Office

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UNOFFICIAL COPY

EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOTS 383 AND 384 IN GEORGE F. NIXON COMPANY'S FAIRVIEW ADDITION TO WESTCHESTER BEING A SUBDIVISION OF THE EAST HALF OF THE SCUTA WEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 15-21-320-022-0000 HELEN E. PALUCH, AS THUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 15TH LAY OF MAY, 1995

2120 HULL AVENUE, WESTCHESTF. IL 60154 Loan Reference Number : 607251734 First American Order No: 10051118

S ADV Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

PALUCH 10055118

FIRST AMERICAN LENDERS ADVANTAGE MORTGAGE