Doc#: 0713802005 Fee: \$62.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 05/18/2007 07:40 AM Pg: 1 of 6

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County

Document was prepared by (and should be returned to:)
HOME EQUITY OF AMERICA, INC.

ATTN:EQUITY LENDING DEPARTMENT 1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410 KATHLEEN FERLUS

(Space Above This Line for Recording Date)

000000000865383814

**GPEN-END MORTGAGE** 

THIS MORTGAGE ("Security Instrument") is given on April 12, 2007 The mortgagor is GILBERT HAWIL, AN UNMARRIED MAN

11811053

Whose address is: 1744 E OAKTON APT/SUITE 102, DES PL/ INES, IL, 60016-0000.

("Borrower"). This Security Instrument is given to HOME EQUITY OF A MERICA, INC.

which is organized and existing under the laws of OHIO

OHIO and whose address is

1000 E. 80TH PLACE N. TOWEI MARRILLVILLE, IN 46410

("Lender").

Borrower owes Lender the principal sum of Sixty Thousand Pive Hundred A).D 00/100

Dollars (U.S. 60,500.00 ). This debt is evidenced by Borrower's note dated as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 04/12/27.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Loan Doc ments and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advance of a secondance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower \*\*Lere\*\* n contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 21 hereof (herein "Future Advances"). Borrower does hereby mortgage, warrant, grant and convey to Lender, with mortgage covenants, the following described property located in the County of COOK , State of ILLINOIS , to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 1744 E OAKTON APT 102 DES PLAINES, IL 60016-0000 ("Property Address");

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Form 3036 9/90 (page 1 of 5)

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TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims

COVENANTS. Borrower and Lender covenant and agree as follows:

I. Paymer of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the I. an Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard are an nee. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards include J within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by them 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender, it is not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage in the secured by applicable law.

The insurance carrier provided that such approval shall not be unreasonably with a lid. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to be insurance carrier and providing receipt of said payment to Lender; if requested by Lender.

All insurance policies and released thereof shall be in form acceptable to lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender are a shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of los. Pur ower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to release in the reduction.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the Property prior to the sum secured by this Mo

3. Charges; Liens. Borrower shall pay all taxes, liens, assessiver s and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this payment, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Application of Payments. Unless otherwise agreed, all payments are t i b applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the even "his mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the

instrument, at Lender's option, payments may be applied on any of the outstanding notes, c. concurrently on more than one of the outstanding notes.

S. Preservation and Maintenance of Property; Leasehold; Condominiums; Property in Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration 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 planned unit development, Borrower's obligations under the declaration of covenants creating or forming the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender's option, upon notice to Borrower, may make such appearances, disburse such sum; and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fet's and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indenders with Borrower secured by this Morrgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be oavable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the upp leable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder.

7. Environmental Laws. (a) Except as set forth in Exhibit 7(a) hereto, Borrower has obtained all permits, licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state or local statute, ordinance, code or regulation affecting or regulating the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7(b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance in any material respect with Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

IMI2 (03/00)

(c) Except as set forth in Exhibit 7(c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's feea) relating to any Environmental Laws or Borrower's breach of any of the foregoing representations or warranties. The provisions of this Item 7 will survive the release or satisfaction of this Mortgage or the foreclosure

8. 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 inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hour and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principly are right the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and

accounting principles for ering the operation of the Property, should the same be income-producing. Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

9. Condemnation The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other takin, of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or collements shall be accepted without Lender's prior written consent.

Lender is authorized to selle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender' op' on, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender. Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to de lare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower other its agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referre. In Item 1 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in line ast of Borrower approved by Lender 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

12. Remedies Cumulative. All remedies provided in this M-riga ge are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of 1e Loan Documents, as afforded by law or equity and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liabillay, Captions. The covenants and agreements of possible to the provisions of Items 16 and 17 hereof. All covenants and agreements of Borrower shall be joint and deveral. The addings of the Items of this Mortgage are for convenience only and are not to be used to interpret or define the revisions hereof. All Notice Except for any notice required under applicable law to be given in nonther manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified or registered mail, in turn receipt requested, to Borrower at the address set forth above or as carried on the records of the Loan Local control to the control of the Loan Control of the Loan Local Control of the Loan Documents conflicts with a please to manifest the regard, the provisions of this Mortgage or the Loan Documents conflicts with a please to the control of the same is entered into by Borrower, without Lender's prior written consent, or if any control to do any of the same is entered into the Borrower without Lender's prior written consent, or if any control to do any of the same is entered into the Borrower without Lender's prior written consent, or if any control to do any of the same is entered into the Borrower without Lender's prior written consent, or if any control to do any of the same is entered into the Borrower without Lender's prior written consent, or if any control to the control o

Form 3036 9/90 (page 3 of 5 pages)

IMI3 (03/00)

The sums secured hereby shall bear interest at the highest rate permitted to be charged on definquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

18. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the

Property is located.

19. Wall or of Homestead. Borrower waives all rights of homestead exemption in the property.

20. Assign, ents of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits thereform, the same being irreby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event or Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, maintenance and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lenderman determine.

reasonable collection, make a cent and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

21. Future Advances, 1, on request by Borrower, Lender, at Lender's option, may make Puture Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

22. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a state nent, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall of the leases in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

23. Release. Upon payment of all Indebtedness, Arteations and Future Advances secured by this Mortgage, Lender shall

23. Release. Upon payment of all Indebtedness, of neations and Future Advances secured by this Mortgage, Lender shall

discharge this Mortgage with any costs paid by Borrower.

24. Morignge as Security For Other Liabilities. Tals Mongage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however create, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in the whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or hy assignment or endorsement to the Lender by anyone whomsoner.

It is the express intent of the parties hereto that this Mortgage and thy note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional to an advances made after the delivery of this Mortgage to the

recorder for record.

- Notwithstanding the above, no debt or other liability, as described above shill be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as aniended, or any successor federal statute, or any applicable state statut, containing substantially similar provisions.

  25. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender or vens a that Lender is authorized to do all things provided to be done by a mortgage under section 1311.14 of the Ohio Revised Code.

  26. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. I can over will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such more ray, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest, transed herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such commercial Code and, mortgage may be filed with appropriate authorities as a Uniform Commercial Code Pinancing Statement.

  27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as octified by the
- Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

  27. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as octived and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 19/3 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so "he". Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as the in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. In no policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that lo set thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.
- 28. Jury Waiver, BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

Form 3036 9/80 (page 4 of 5 pages) IMI4 (03/00)

0713802005 Page: 5 of 6

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strument and in any rider(s) itnesses:	executed by Bo	rrower and recorded v	vith it. ALL SIGNATURES M	ust be in black ink.	
			Hiller	Hamil	(Seal)
		GIL	BERT HAWIL		
					(Seal)
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ATE OF TUI	<u>Vois.</u> _	COOK	- COUNTY		
On this 12th DAY OF	April, 2007,	before me, a Notai	ry Public in and for s	aid County and State,	
sonally appeared LBERT HAWIL, AN UNMAI	RIED MAN			T	
				0.	
				0,5	C.
individual(s) who executed idid sign the foregoing inst	the foregoing in	nstrument and acknow	ledged that HE/SH		rea i the same
IN WITNESS WHEREOF,	I have hereunto	set my hand and offi	cial seal.	$\land  `  I$	V
Commission Expires: O	2/28/24	0007	<u> </u>	plene 4	Milles
(Seal)			Notary Public	OF Slamped Name	Str
s instrument was prepared l	у: номе еди	JITY OF AMERICA, INC.		•	
	1000 E. SOT	TH PLACE N. TOWER MI	ERRILLVILLE, IN 4641	D	

OFFICIAL SEAL
MAXINE E STULL
Notary Public - State of Illinois
My Commission Expires Feb. 28, 2009

IMI5 (07/06)

Form 3036 9/90 (page 5 of 5 pages)

0713802005 Page: 6 of 6

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#### EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT 102 IN THE OAKTON COURTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 15 IN BLOCK 13 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO DES PLAINES HEIGHTS, BEING A SUBDIVISION OF THAT PART EAST OF RAILR(A) OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, AND OF THAT PART WEST OF DES PLAINES ROAD OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, (EXCEPT 4.9 ACRES IN THE NORTHEAST CORNER THEREOF), ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 05(8419050, AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNLIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 09-21-312-029 1002 GILBERT HAWIL

1744 EAST OAKTON STREET APT. 102, DES PLAINES 1, 60018 Loan Reference Number : 08286068/57/04559/FAM

First American Order No: 11811053

Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

FIRST AMERICAN TITLE INSURANCE LENDERS ADVANTAGE 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 ATTN: FACT