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Doc#: 0726135200 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/18/2007 10:25 AM Pg: 1 of 9

RETURN BY MAIL TO:

GMAC Mortgage, LLC
Records Management
100 Witmer Road
Horsham, PA 19044-0963

Account No.: 5209150 ****

Branch No.: 252

Loan Product: 80% CLTV Piggyback

MIN 1000375-8250520915-7

MORTGAGE TO SECURE ADVANCES UNDER YOUR HOME EQUITY LINE OF CREDIT AGREEMENT

NOTICE: THIS MORTGAGE MAY SECURE ADVANCES MADE AFTER A TRANSFER OF PROPERTY.

THIS MORTGAGE, as amended and extended (*this "Mortgage"*) is signed to secure advances under a GMAC Home Equity Line of Credit Agreement (*the "Agreement"*); it is dated as of September 14, 2007, and is made by Mark E. von Husen and Eileen von Husen, Husband and Wife, who reside(s) at 630 Campbell Avenue Arlington Heights, Illinois 60005 as mortgagor(s), who irrevocably mortgages, grants and conveys to GMAC Mortgage, LLC, a Delaware limited liability company f/k/a GMAC Mortgage Corporation, 100 Witmer Road, Horsham, PA 19044-0963 (herein "GMAC") and the Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48901-2026 and a street address of 3300 S.W. 34th Avenue, Suite 101, Ocala, FL 34474 whose telephone number is (888) 679-MERS ("MERS") acting solely as nominee for GMAC and GMAC's successors and assigns under this Mortgage, as mortgagee.

Throughout this Mortgage, "we", "us" and "our" refer to mortgagor(s) and any Illinois land trust ("*Trust*") that holds title to the property described below. "GMAC" refers to GMAC Mortgage, LLC or GMAC Mortgage Corporation or its assigns. The "Account" refers to the Home Equity line of credit account established by GMAC under the Agreement. "Borrower" refers to each person who signs the Agreement as borrower. The Agreement, this Mortgage and the Security Agreement and Collateral Assignment from Borrowers to GMAC (if the Property is held in Trust), taken together, are called the "Credit Documents." "Signer" refers to any person (other than GMAC) who has signed a Credit Document.

DESCRIPTION OF SECURITY

By signing this Mortgage, we grant, bargain, sell, convey, and mortgage (unless mortgagor is a Trust, in which event the Trust conveys, mortgages and quitclaims) to MERS acting solely as a nominee for GMAC, subject to the terms of this Mortgage, (a) the real estate located at 630 Campbell Avenue, Arlington Heights, County of Cook, State of Illinois 60005, more fully described in Schedule A; (b) all buildings and other structures on the property; (c) all rights we may have in any road, alley, easement or license regarding the property or in any mineral, oil, gas or water which is part of the property; (d) all rents and royalties from the property; (e) all proceeds of any insurance on the property and all refunds of premiums on such insurance; (f) all proceeds of any taking (or threatened taking) of the property by any governmental authority ("*condemnation*"); and (g) all fixtures on the property at any time (*collectively, the "Property"*).

The Property includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Mortgage is a leasehold estate and we subsequently acquire fee title to the Property, the rights and interests granted to MERS acting solely as a nominee for GMAC by this Mortgage will include the fee title that we acquire. This Mortgage is also a Security Agreement under the Illinois Uniform Commercial Code and we hereby grant MERS acting solely as a nominee for GMAC a security interest in the personal property described in (d) through (g) above.

GMAC-IL

129
3264
N.W. 60104967

27067937

13-33-01

Handwritten signatures and initials at the bottom right of the page.

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SECURED OBLIGATIONS

We have signed this Mortgage to secure payment to GMAC of up to \$25,000.00, plus FINANCE CHARGES and any other amounts due GMAC under the Agreement (*the "Total Balance Outstanding"*) and to secure performance by Borrower under the Agreement and our performance of the covenants of this Mortgage (*collectively, the "Secured Obligations"*).

PRIORITY OF ADVANCES

The lien of this Mortgage will attach on the date this Mortgage is recorded and will not be impaired prior to termination of the Agreement by virtue of our repayment in full of the Total Balance Outstanding at any time.

REPRESENTATIONS AND DUTIES

We promise that, except for Permitted Liens: (a) we own the Property; (b) we have the right to mortgage the Property to GMAC; and (c) there are no outstanding claims or charges against the Property. The term "Permitted Lien" means (x) any mortgage, deed to secure debt or deed of trust (*"security instrument"*) disclosed to GMAC by any Signer in applying for the Account, to the extent that the amount secured by such security instrument does not exceed the amount disclosed on such application; and (y) any liens, claims and restrictions of record that do not individually or collectively have a material adverse impact upon GMAC's security, the value of the Property or the Property's current use.

Each of us, except any Trust, gives a general warranty of title to GMAC. This means that each of us will be fully responsible for any losses which GMAC suffers because someone has rights in the Property other than Permitted Liens. We promise that we will defend our ownership of the Property against any claims of such right.

We will neither take nor permit any action to partition, subdivide or change the condition of title to all or any part of the Property. We will not amend any Permitted Lien without GMAC's prior written consent.

CERTAIN PROVISIONS OF THE AGREEMENT

We understand that GMAC may, under certain circumstances set forth in the Agreement, cancel its obligation to make future advances and/or require repayment at once of all sums due under the Credit Documents (*the "Total Balance Outstanding"*).

Under the Agreement, FINANCE CHARGES are based on the "prime rate" published in The Wall Street Journal or in certain circumstances the "prime rate" published in The New York Times or a similar index selected by GMAC. The rate of FINANCE CHARGES changes on a daily basis as the index or the amount outstanding under the Agreement increases or decreases. We understand that Borrower will not receive advance notice of such changes.

PROMISES AND AGREEMENTS

We agree with GMAC as follows:

1. TIMELY PAYMENT. Except as limited by paragraph 10 below, Borrower shall pay when due all sums owed GMAC under the Credit Documents.

2. APPLICATION OF PAYMENTS. All payments shall be applied by GMAC as set forth in the Agreement.

3. MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. We shall make payments when due and perform all our obligations under any mortgage, deed of trust or other security agreement on the Property.

We shall pay or cause to be paid when due all loans, taxes, assessments, charges, fines, impositions and rents of any kind relating to the Property (*"Assessments"*). Receipts evidencing such payments shall be delivered to GMAC upon its request. Except for Permitted Liens, we shall not allow any encumbrance, charge or lien on the Property to become prior to this Mortgage.

4. HAZARD INSURANCE; CONDEMNATION.

(a) We shall, at our cost, keep all improvements on the Property insured against loss caused by hazards included in the term "extended coverage" or by other hazards GMAC may reasonably specify. Hazard insurance shall be in an amount equal to the lesser of (i) the full replacement cost of the building that is part of the Property or (ii) the amount of this Mortgage plus the total amount of all Permitted Liens; but never less than the amount necessary to satisfy any coinsurance requirement contained in the insurance policy.

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No GMAC act or failure to act shall waive any right under this Mortgage. All waivers must be in writing and signed by GMAC; they shall apply only to the extent and with respect to the event specified in the writing. Obtaining insurance, or paying taxes, other liens or charges shall not be a waiver of GMAC's right to demand payment at once of the sums secured by this Mortgage in the event of a default under the Credit Documents.

10. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. This Mortgage shall bind us and our respective successors and permitted assigns for the benefit of GMAC and its successors and assigns. All agreements made by us or any successor are joint and several and may be enforced against each of us or any successor.

Any Signer who does not execute the Agreement (a) is co-signing only to encumber that person's interest in the Property and to waive all homestead, dower, curtesy, appraisement, valuation, redemption, reinstatement, stay, extension, exemption and moratorium laws now existing or hereafter enacted, (b) is not personally liable under the Credit Documents, and (c) agrees that GMAC and any Signer may modify either Credit Document, without consent and without modifying the interests of the rest of us under this Mortgage.

11. NOTICES. All notices shall be in writing. Except where applicable law requires otherwise:

(a) GMAC notices shall be hand delivered or mailed by first class, registered or certified mail to the address of the Property or to such other address specified by the addressee in a written notice given to GMAC. Any GMAC notice shall be considered given on the day it is deposited in the U.S. mail or is hand-delivered.

(b) Our notices shall be mailed to GMAC by first class, registered or certified mail to the address for such notices specified on our most recent monthly statement under the Agreement or to such other address specified by GMAC in a written notice given to us. Any such notice shall be considered given on the day it is received by GMAC.

12. GOVERNING LAW. This Mortgage will be governed by federal and Illinois law. If any provision is invalid, illegal, or unenforceable, this Mortgage shall be interpreted as if such provision had never been included.

13. COPIES. We shall receive copies of the Credit Documents at the time they are signed or after this Mortgage is recorded.

14. EXERCISING REMEDIES. GMAC may exercise all of the rights and remedies provided by the Credit Documents or law, and any of these rights and remedies may be exercised individually, or jointly, once or a number of times.

15. EVENTS OF DEFAULT.

(a) The events set forth in paragraph 15(b) are Events of Default if and when GMAC gives any Signer notice of default. We agree to notify GMAC promptly upon the happening of any event that would be an Event of Default under either Credit Document upon the giving of notice by GMAC.

(b) After giving notice of default, GMAC may end the Account and/or demand repayment at once of the Total Balance Outstanding in any of the following events:

- (i) There has been fraud or material misrepresentation by any Signer in connection with the Account;
- (ii) Borrowers have failed to meet the repayment terms of the Agreement for any amount outstanding; or

(iii) Any action or inaction by any Signer has adversely affected the Property or any right of GMAC in the Property; to the extent permitted by law, this will include, but not be limited to, any Signer (or any legal representative or successor of any Signer) agreeing to sell, transfer or assign or selling, transferring or assigning any interest in the Property, without the prior written consent of GMAC.

(c) Notwithstanding any language in this Mortgage to the contrary, GMAC will not give notice of default unless permitted by applicable law and GMAC will give us any grace period, right to cure and/or reinstatement right required by applicable law. This paragraph 15 is intended to give GMAC all rights permitted by applicable law.

16. REMEDIES. IF BORROWERS DO NOT REPAY AT ONCE THE TOTAL BALANCE OUTSTANDING WHEN DUE, GMAC MAY EXERCISE ANY REMEDY AVAILABLE TO IT UNDER APPLICABLE LAW, INCLUDING FORECLOSURE.

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29. **MERS.** Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage, but, if necessary to comply with local law or custom MERS (as nominee for GMAC and GMAC's successors and assigns) has the right: to exercise any or all of these 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 and canceling this Mortgage.

By signing this Mortgage, we agree to all of the above.



Mark E. von Husen
MORTGAGOR



Eileen von Husen
MORTGAGOR

MORTGAGOR

MORTGAGOR

MORTGAGOR

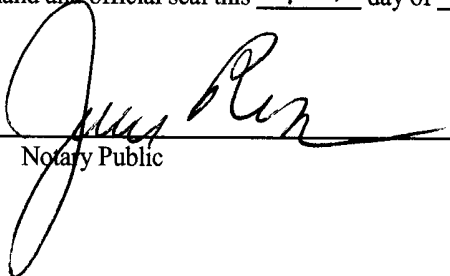
MORTGAGOR

MORTGAGOR

STATE OF ILLINOIS)
COUNTY OF) ss. *Kam*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark E. von Husen and Eileen von Husen, Husband and Wife, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that ___ signed, sealed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 14 day of Sept 2007.


Notary Public

Commission expires: 06/20/09



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ORDER NUMBER: 1409 NW6104967 AH
 STREET ADDRESS: 630 CAMPBELL STREET
 CITY: ARLINGTON HEIGHTS COUNTY: COOK
 TAX NUMBER: 03-30-417-008-0000

LEGAL DESCRIPTION:

THAT PART OF THE WEST 222 FEET OF THE EAST 1/2 OF SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE NORTH LINE OF CAMPBELL STREET WHICH IS 222 FEET DUE EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 (MEASURED AT RIGHT ANGLE TO SAID WEST LINE); THENCE NORTH ON A LINE 222 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4, A DISTANCE OF 178 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHEAST 1/4, 63 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30 AFORESAID, 185 FEET, MORE OR LESS, TO CAMPBELL STREET; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF CAMPBELL STREET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

x *[Signature]* x *[Signature]*

