





**UNOFFICIAL COPY**

00974628

7870/8078 001 Page 1 of 4

2000-12-12 11:39:38

Cook County Recorder

27.50



00974628

0174782357

**HOME EQUITY LOAN PROGRAM MORTGAGE**

THIS MORTGAGE ("Mortgage") is given on this 17th day of December, 2000 between the mortgagor Richard M Niziolek, divorced and not remarried

(hereinafter "Borrower") and the Mortgagee, LIBERTY FEDERAL BANK, a corporation organized and existing under the laws of the United States, whose address is Grant Square P.O. Box 386, Hinsdale, Illinois 60521 (hereinafter called "Lender").

Borrower is indebted to lender pursuant to a Home Equity Loan Program Account Note (hereinafter "Note") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial interest in the land trust holding title to the property, in the principal of (\$ 25,000.00)

Twenty Five Thousand Dollars & No/Cents

(Borrower's "credit limit") or so much of such principal as may be advanced and outstanding with FINANCE CHARGE thereon, providing for monthly installment payments of principal and FINANCE CHARGE, optional credit life and/or disability insurance premiums; and miscellaneous fees and charges for seven (7) years from the date hereof. The full debt, if not paid earlier, is due and payable on December 15, 2007

This Mortgage secures to Lender:

- The repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Mortgage or whether there is outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications;
- The payment of all other sums, with interest, advanced under paragraph 1 to protect the security of this Mortgage; and
- The performance of Borrower's covenant and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described Property located in Cook County, Illinois.

Permanent Real Estate Index Number: 22-33-114-061

REI TITLE SERVICES # 2887597

Legal Description: A TRACT OF LAND BEING A PART OF LOT 53 IN KEEPATAN TRAILS, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 53; THENCE NORTH 89 DEGREES 55 MINUTES 57 SECONDS EAST; ALONG THE NORTH LINE OF SAID LOT 53, A DISTANCE OF 33.76 FEET; THENCE SOUTH 14 DEGREES 14 MINUTES 12 SECONDS EAST, A DISTANCE OF 255.86 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 53; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 53, BEING AN ARC OF A

Legal Description is continued on the Attached Rider and is part of the Mortgage.

which has the address of 14869 Steven Ct Lemont, Illinois, 60439 ("Property Address"); Together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing together with this said Property (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 and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy, insuring Lender's interest in the Property.

Borrower acknowledges that this Mortgage secures a note that contains provisions allowing for changes in interest rate, and that Lender may prior to the maturity of the Note and Agreement reduce the available line of credit and/or require repayment of the total balance outstanding under the Agreement.