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1998-12-01 11:49:02  
Cook County Recorder 29.50

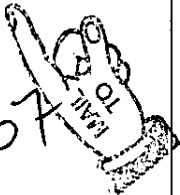
THIS INSTRUMENT WAS PREPARED BY and AFTER RECORDING RETURN TO:

LORI BOLDEZAR

M&I HOME EQUITY CORPORATION (IL & WI)  
COLLATERAL DEPARTMENT  
401 N EXECUTIVE DR  
BROOKFIELD, WI 53005



STIC 58367



13378376 / 85056

W. B. A. 428 IL (10/97) F41142  
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09-07-220-042

DOCUMENT NO.

**REAL ESTATE MORTGAGE**  
(For Consumer or Business Mortgage Transactions)

Parcel Identification No.

MACARIA GONZALES

("Mortgagor,"

whether one or more) mortgages, conveys and warrants to M&I HOME EQUITY CORPORATION (IL & WI) ("Lender") in consideration of the sum of \*\*TWENTY THOUSAND DOLLARS AND ZERO CENTS\*\*

Dollars (\$ 20,000.00), loaned or to be loaned to

MACARIA GONZALES

("Borrower," whether one or more), evidenced

by Borrower's note(s) or agreement dated November 20, 1998 the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 4 of this Mortgage, including but not limited to repayment of the sum stated above plus certain future advances made by Lender. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state.

**1. Description of Property.** (This Property IS the homestead of Mortgagor.)  
LOT 79 IN DES PLAINES TERRACE UNIT NUMBER 2, A SUBDIVISION IN PART OF LOT 2 IN CONRAD MOEHLINGS'S SUBDIVISION IN THE WEST 1/2 OF SECTION 2 AND IN THE EAST 1/2 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK DESCRIPTION OF INTEREST RATE AND MATURITY DATE CONTINUED ON ATTACHED SHEET.

- If checked here, description continues or appears on attached sheet.
- If checked here, this Mortgage is a "construction mortgage" under 810 ILCS 5/9-313 (c).
- If checked here, Condominium Rider is attached.

PIN # 09-07-220-042

**2. Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and THAT CERTAIN 1ST MTG TO FLEET MORTGAGE CORP

**3. Escrow.** Interest N/A be paid on escrowed funds if an escrow is required under paragraph 8(a) of this Mortgage.

**4. Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges according to the terms of the promissory notes or agreement of Borrower to Lender identified above, and any extensions, renewals or modifications signed by any Borrower of such promissory notes or agreement, (b) to the extent not prohibited by applicable law (i) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purposes and agreed in documents evidencing the transaction to be secured by this Mortgage, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this

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15. Assignment of Rents and Leases. Mortgagor assigns and transfers to Lender, as additional security for the Obligations, all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such rents directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver.

16. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations if the Mortgagee is entitled to possession of the Property pursuant to applicable law, then upon request of the Mortgagee, the court shall appoint a receiver of the Property (including homestead interest) designated by Lender without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale and the expiration of the redemption period, if any, and may order the rents, issues and profits, when so collected, to be held and applied as required by law.

17. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Severability; Governing Law. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision. The validity, construction and enforcement of this Mortgage are governed by the laws of Illinois.

19. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

20. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

Mortgagor acknowledges receipt of an exact copy of this Mortgage. Signed and Sealed November 20, 1998 (Date)

(SEAL)
(Type of Organization)
(MACARIA GONZALES) (SEAL)
(SEAL) (SEAL)
(SEAL) (SEAL)
(SEAL) (SEAL)

ACKNOWLEDGMENT

STATE OF ILLINOIS
County of Cook } ss.
The foregoing instrument was acknowledged before me on November 20, 1998
by MACARIA GONZALES

as \_\_\_\_\_ of \_\_\_\_\_

a [Signature]

\* Notary Public, Illinois
My Commission (Expires)(Is)

13378376 / 8505

99928080

\*Type of Protocol signed above.
RICHARD K. BELT
Notary Public, State of Illinois
My Commission Exp. 06/09/2002

**UNOFFICIAL COPY****ADDENDUM TO MORTGAGE****MORTGAGOR**

MACARIA GONZALES

**LENDER**

M&amp;I HOME EQUITY CORPORATION (IL &amp; WI)

**PARCEL IDENTIFIER NUMBER**

09-07-220-042

This Addendum is to a Mortgage dated 11/20/1998 in the amount of \$20,000.00

**INTEREST RATE**

- Fixed Rate.** The interest rate on the Note or Agreement is 12.500 %.
- Variable Rate.** The Note or Agreement contains a variable rate based on an index plus a margin. The index is \_\_\_\_\_  
N/A
- which is currently at N/A %.

**MATURITY DATE**

- Fixed Maturity.** The Maturity date of this Mortgage is 11/20/2013
- Terminable Maturity.** Unless the Note or Agreement is sooner terminated pursuant to provisions of the Agreement, the termination date is N/A. The termination date shall be automatically extended from year to year after this date unless the Lender gives notice to the contrary at least 30 days prior to the annual anniversary of such date.
- Demand.** The Note or Agreement is payable upon demand.

**DESCRIPTION OF PROPERTY (continued)**

COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 18282560 ON SEPTEMBER 22, 1961.

**DESCRIPTION OF PROPERTY CONTINUED ON REVERSE SIDE.**