

(3) Prior Security Instruments: Charges, Fees, Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument with a lien that has priority over this Security Instrument, including Borrower's covenants to make payments when due.

(2) Revolving Nature of Indebtedness: According to the terms of the Agreement, the unpaid balance of the revolving line of credit secured by this Security Instrument may at certain times be zero. Notwithstanding this fact, the Lender may make additional advances under the terms of the Agreement to the Borrower. Therefore, the interest of the Lender in this Security Instrument will remain in full force and effect even though from time to time there is a zero balance under the Agreement.

(1) Payments: Borrower shall promptly pay when due all payments on the Agreement and on all other obligations which this Security Instrument secures.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

Borrower agrees that in the event of sale, transfer, conveyance, or alienation of the Property described herein or any part thereof, whether voluntary or involuntary, Lender shall have the right, at its option, to demand all sums immediately due and payable under the Agreement. No waiver of this right shall be effective unless in writing. Consent by the Lender to one such transaction shall not be a waiver of the right to require such consent to later transactions. Borrower agrees to notify Lender immediately if Borrower enters into an agreement to sell or transfer all or part of the Property described herein.

DUE ON SALE PROVISION:

Payment of the indebtedness due and to become due under the terms, and conditions under a consumer revolving loan agreement entitled "United Air Lines Employees' Credit Union Home Equity Secured Open End Variable Rate Loan Agreement and Truth-in-Lending Disclosure Statement" (herein "the Agreement") dated the same date as this Security Instrument, and all modifications, extensions, renewals, and restatements thereof. The Agreement encompasses a series of advances, of a revolving nature, to be made, repaid, and renewed from time to time, under the terms of the Agreement with all such advances to be secured by the Security Instrument. The total outstanding principal balance does not exceed \$17,000.00. The charges, or other costs which may accrue under the Agreement. The entire indebtedness under the Agreement, if not paid sooner, is due and payable on February 3, 2004.

(1) Performance of each Agreement of Borrower inure to the benefit of the Lender, and

AND OBLIGATIONS:

THIS SECURITY INSTRUMENT IS MADE TO SECURE TO THE LENDER THE FOLLOWING DEBTS

TO HAVE AND TO HOLD this property unto the Lender and the Lender's successors and assigns, forever, 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 stock and all fixtures now or hereafter a part of this property. All replacements and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 that are listed in the property report obtained by Lender, collectively, "Permitted Encumbrances"; it being understood and agreed, however, that the record thereof herein shall not be construed as a denial of any encumbrance which for any reason may have expired. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject only to the Permitted Encumbrances.

THIS MORTGAGE, ("Security Instrument"), is made

February 9, 1989 between  
 Maria C. Rivera and Ramon J. Rivera, husband and wife  
 herein called Borrower, whose address is 2524 N AUSTIN AVENUE, CHICAGO, IL 60639  
 and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called Lender, whose address is P.O. Box 66100,  
 Chicago, Illinois, 60666.

In order to secure the debt as described below, Borrower, intending to be legally bound hereby, does hereby grant and convey to Lender and Lender's successors and assigns the following property located in Cook County, Illinois described as:

LOT 29 IN BLOCK 4 IN J. E. WHITE'S KELLOGG PARK SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID: 13-29-318-013-0000

OPEN-END MORTGAGE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1300

Chicago, IL 60666  
 P.O. Box 66100  
 United Air Lines Employees' Credit Union  
 This document was prepared by: *Maria C. Rivera*

WHEN RECORDED MAIL TO: Title No.

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NA 9031620

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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REGISTERED



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My commission expires: July 30th, 1990

Mary L. Robles  
Notary Public

Given under my hand and official seal this 17th day of February, 19 89.  
I, Mary L. Robles, a Notary Public in and for the said county and state certify that James J. Robles and Thomas J. Robles personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as free and voluntary act, for the uses and purposes therein set forth.

State of Illinois )  
County of Cook ) ss:  
Mary L. Robles  
Notary Public  
OFFICIAL SEAL  
-- Borrower (Seal)  
Mary L. Robles  
Notary Public  
OFFICIAL SEAL  
-- Borrower (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.  
(13) Lender in Possession. Following the sending of a notice of default by Lender or abandonment of the Property by Borrower, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and the collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the secured by this Security Instrument.  
(14) Release. At any time when all sums secured by this Security Instrument have been paid in full, Borrower may request Lender to terminate the Agreement and cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
(15) Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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