

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagee. Additional terms of the Mortgage appear on the other side.

The Mortgagor mortgages and warrants to the Mortgagee land located in the City of Harwood Heights, County of Cook State of Illinois, described as follows.

Lot 48 in Ernest Lynest's Subdivision of the West 1/2 of the East 1/2 of the South 1/2 of Lot one government division of the northwest 1/4 of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 13-18-118-013

91426635

Common Address: 4423 N. New England
Harwood Heights, IL 60656

91426635

together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY")

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain Home Equity Line of Credit

Disclosure and Agreement dated April 22, 1994

including all extensions, renewals and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 50,000.00

unless the limit is increased and a Notice of Increase is filed in the Office of the Registrar of Deeds where this Mortgage has been recorded. Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make, future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Registrar of Deeds where this Mortgage has been recorded, a Notice of Termination of Obligation which shall recite the then outstanding indebtedness under the Agreement.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereto) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereto, including but not limited to payment for taxes, special assessments or insurance on the real estate and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the extent of the maximum amount secured hereby.

Additional Provisions.

Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

Additional Provisions.

DEPT-01 RECORDING 425.00
T60011 TRAN 1784 05/12/94 10:37:00
5423 N. N. #94-426635
COOK COUNTY RECORDER

Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the other side.

The Mortgagor has executed this Mortgage as of April 22, 1994

Witnesses:
Signature: X _____
Name: _____
Signature: X _____
Name: _____

Mortgagors:
Signature: X Ruben Bautista
Name: Ruben Bautista
Address: 4423 N. New England
Harwood Heights, IL 60656
Marital Status: Married to Jacqueline A. Bautista

Signature: X Jacqueline A. Bautista
Name: Jacqueline A. Bautista
Address: 4423 N. New England
Harwood Heights, IL 60656

15100 # 0005443H
25-2

STATE OF ILLINOIS

COUNTY OF DuPage

the undersigned

Ruben Bautista and Jacqueline A. Bautista in joint tenancy personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Martha J. Homick
Notary

Dated April 22, 1994

Subsequent tax bills are to be sent to the following

94-26635

