

# UNOFFICIAL COPY

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DEPT-01 RECORDING 631.50  
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#7142 FER \*-96-693115  
COOK COUNTY RECORDER

## MORTGAGE AVONDALE PRIME LOAN (Illinois)

3150  
130

This Mortgage ("Mortgage") is given this 30TH day of August, 1996, by the Mortgagor, **ANDREW WELLWERTS, SINGLE NEVER MARRIED.**

(herein "Borrower"), to the Mortgagee, Avondale Federal Savings Bank, its successors and/or assigns, a federally chartered savings bank, whose address is 800 Roosevelt Road, Building E, Suite 300, Glen Ellyn, Illinois 60137, (herein "Lender")

WHEREAS, Borrower and Lender have entered into an Avondale Prime Loan Agreement and Disclosure Statement (the "Agreement") dated the same date as this Mortgage, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 15,450.00 (the "Maximum Credit Line") plus interest (finance charges) on the sums borrowed pursuant to the Agreement, payable at the rates and at the times provided for in the Agreement. As provided in the Agreement or after August 1, 2006 (the "Expiration Date") all sums outstanding under the Agreement may be declared due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by August 1, 2006 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, (including, without limitation, such future advances as are described in paragraph 16 hereof) with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

Legal Description: See Exhibit "A" Attached

Permanent Index Number: 24-14-204-030 VOL 445 /

Which has the address of 10358 S CHRISTIANA, CHICAGO, IL 60655 (herein "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, 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,

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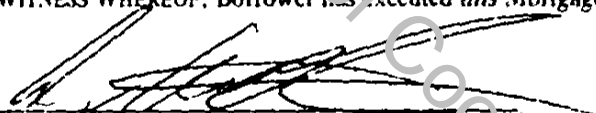
18. *Assignment of Rents; Appointment of Receiver; Lender in Possession.* As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. *Release.* Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any. To the full extent allowed by the provisions of applicable law, Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein.

20. *Waiver of Homestead.* Borrower hereby waives all rights of homestead exemption in the Property.

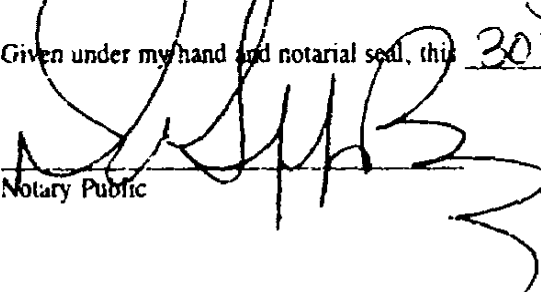
IN WITNESS WHEREOF, Borrower has executed this Mortgage

  
\_\_\_\_\_  
ANDREW WELLWERTS

STATE OF Ill  
COUNTY OF Cook ) SS

I, The undersigned, a Notary Public in and for said County, personally certify that the above named persons, 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 he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30<sup>th</sup> day of August, 1996

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This Instrument Prepared by and should be returned to:

Avondale Federal Savings Bank  
800 Roosevelt Road  
Building E, Suite 300  
Glen Ellyn, IL 60137



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## EXHIBIT "A"

### LEGAL DESCRIPTION:

THE SOUTH 1/3 OF LOT 5 IN BLOCK 4 IN GUNN'S SUBDIVISION OF  
THE EAST 70 ACRES OF THE NORTH 100 ACRES OF THE NORTHEAST  
1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PROPERTY TAX NUMBER: 24-14-204-030 VOL 445/

PROPERTY ADDRESS: 10358 S CHRISTIANA, CHICAGO, IL 60655

LOAN NUMBER: 1500010075883

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