

MORTGAGE

H 28599

KNOW ALL MEN, That the undersigned
CAROLINE L DEPCIK AND KEVIN P SMITH
BOTH SINGLE PERSONS

AS JOINT TENANTS

hereinafter called the Mortgagor, hereby mortgages and warrants to Security Bank S.S.B., a Wisconsin corporation hereinafter called the Mortgagee, the real estate in COOK County, Illinois, described on page 2 hereof, including all apparatus, equipment, and fixtures used to supply heat, gas, air conditioning, water, light, power, refrigeration, or ventilation, all built-in and custom made units and fixtures including draperies and tacked down carpeting, and any other thing, now or hereafter, therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, ranges, and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not), together with the privileges, hereditaments, appurtenances and improvements now or hereafter belonging to or erected thereon, and all the rents, profits and income which shall arise or be had therefrom, hereby releasing and waiving all rights under and by virtue of Homestead Exemption laws of the state of Illinois and all right to retain possession of said premises after any default in payment of the obligation referred to herein or breach of any of the covenants or agreements herein contained.

This mortgage secures either a line of credit loan agreement wherein the principal balance outstanding may increase from time to time pursuant to such agreement or a mortgage note, and all subsequent lien holders shall be subordinate to the full amount of the indebtedness up to such credit loan limit plus any additional charges properly added thereto. This mortgage also secures all renewals and/or extensions of such obligations. All the terms and conditions of the credit agreement or note are incorporated herein and made part hereof with the same force and effect as though fully set forth herein, including, but not limited to, duty to warrant title, insure fully, keep in repair and free from liens, make payments for taxes and insurance monthly, pay higher interest on notice and defaults, the acceleration of the maturity date, and commencement of an action at law or in equity because of defaults.

This mortgage is given to secure an indebtedness arising from a line of credit loan agreement or a mortgage note dated September 16, 1997, from the mortgagors to Security Home Equity Corporation which was contemporaneously assigned to the Mortgagee in the amount of **Thirty-Six Thousand Seven Hundred and 00/100 Dollars (\$ 36,700.00)**, payable in installments including interest and such other amounts as may accrue or be chargeable against said loan amount in accordance with the provisions of said note or associated loan documents executed by said Mortgagor to said Mortgagee, and any additional and subsequent advances or payments made by said Mortgagee, pursuant to such loan agreement or note, and including any accruals resulting from negative amortization. The note shall be due as provided in the note.

In the event that the mortgaged premises or any part thereof are sold, conveyed, or transferred, or in the event that either legal or equitable title, in any manner whatsoever, shall vest in any person other than the Mortgagor for any reason whatsoever, the entire indebtedness pursuant to this mortgage and the note that it secures shall become due and payable forthwith, without further notice unless the Lender consents to such transfer.

Mortgagor and Lender shall have the benefit of the provisions of the Illinois Mortgage Foreclosure Law, as amended.

The maximum amount secured hereby is the amount stated above plus any accrued interest, and any subsequent advances by Mortgagee to protect its mortgage interests, including reasonable attorney fees and costs.

All covenants, agreements, stipulations and conditions herein contained in said note shall be binding upon and inure to the benefit of the parties and their respective heirs, representative, successors and assigns.

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Borrowers Initials:

C & D KPS

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DESCRIPTION OF REAL ESTATE:

THE SOUTH 32 FEET OF LOT 6 IN BLOCK 47 IN THE SUBDIVISION OF BLOCKS 45, 47, 48, 49, 50, 51, AND 52 IN THE CIRCUIT COURT PARTITION, IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Common Address: 3857 S CLINTON AVENUE
BERWYN IL 60402

Permanent Index Number: 16-31-329-039

IN WITNESS WHEREOF, Said Mortgagors have hereunto set their hands and seals at Illinois this 16th day of September, 19 97.

Caroline L Depcik (Seal)
CAROLINE L DEPCIK

Kevin P Smith (Seal)
KEVIN P SMITH

____ (Seal) _____ (Seal)

STATE OF ILLINOIS)
NOTARY PUBLIC
MAIL TO
COOK County)

Personally came before me this 16th day of September, A.D., 1997 the above named CAROLINE L DEPCIK AND KEVIN P SMITH, EACH A SINGLE PERSON to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Kevin J La Rue

Notary Public - State of Illinois.
My commission expires

This instrument was drafted by Michael Desorcy and after recording return to: Security Bank S.S.B. P.O. Box 3082 Milwaukee, Wisconsin 53201-3082



Loan Number: 62-90019014
IL Mortgage, con't

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