

MORTGAGE

H-28776-A

KNOW ALL MEN, That the undersigned
FELISA HERNANDEZ AND VICTOR JACINTO
BOTH UNMARRIED,

AS JOINT TENANTS

hereinafter called the Mortgagor, hereby mortgages and warrants to M&I Home Equity Corp., 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 rights 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 October 06, 19 97 from the mortgagors to M&I Home Equity Corp. in the amount of Twenty-Three Thousand and 00/100 Dollars (\$ 23,000.00), 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.

Page 1 of 2 Borrowers Initials: F.H. V.J.

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97798649

DESCRIPTION OF REAL ESTATE:

LOT 13 IN BLOCK 2 N IRONDALE. A SUBDIVISION OF THE EAST 1/2 OF SECTION 13, SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Common Address: 10617 S CALHOUN
CHICAGO IL 60617

Permanent Index Number: 25-13-202-010

IN WITNESS WHEREOF, Said Mortgagors have hereunto set their hands and seals at Illinois this 6th day of October, 1997.

Felisa Hernandez (Seal)
FELISA HERNANDEZ

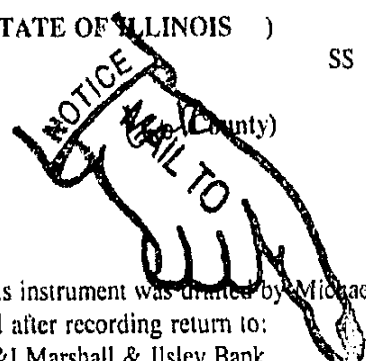
Victor Jacinto (Seal)
VICTOR JACINTO

____ (Seal)

____ (Seal)

STATE OF ILLINOIS)

SS

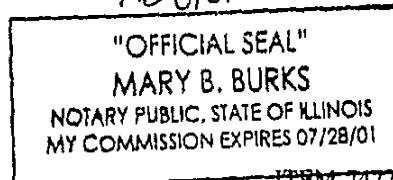


Personally came before me this 6th day of October, A.D., 1997 the above named FELISA HERNANDEZ AND VICTOR JACINTO, BOTH UNMARRIED to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Mary B. Burks

This instrument was drafted by Michael Desorey and after recording return to:
M&J Marshall & Ilsley Bank
Document Review
401 N Executive Drive
Brookfield WI 53005
Loan Number: 62-90019352
IL Mortgage, con't

Notary Public - State of Illinois.
My commission expires 7/28/01



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