UNOFFICIAL COPY 9730

COOK CREWITY RECORDER

97309271

CHL Loan # 842341

KNOW ALL MEN BY THESE PRESENTS

That Countrywide Home Loans, Inc. P.a. Countrywide Funding Corporation) of the Country of COLLIN and State
of TEXAS for and in consideration of one dot ar, and for other good and valuable considerations, the receipt
whereof is hereby acknowledged, do hereby remise, release, convey and quit-claim unto:
11.400 mmma

Name(s)....:

JAMES GERTOS

AND LEIGH ANN GETTOS

HUSBAND AND WIFL

P.I.N. 19-32-413-044

Property

8646 SOUTH MASSASOIT

Address.....

BURBANK, IL 60459

heir, legal representatives and assigns, all the right, title interest, claim or demand whatsoever it may have acquired in, through, or by a certain mortgage bearing the date 02/23/96 and recorded in the Recorder's Office of COOK county, in the State of Illinois in Book of Official Records Page as Document Number 96175232, to the premises therein described as situated in the County of COOK, State of Illinois as follows, to wit:

SEE ATTACHED LEGAL DESCRIPTION.

together with all the appurtenances and privileges thereunto belong or appertaining.

WITNESS my hand and seal this 11 day of April, 1997.

Countrywide Home Loans, Inc. (fka. Countrywide

Funding Corporation)

Brandon Richardson

(SEAL)

UNOFFICIAL COPY

STATE OF TEXAS

COUNTY OF COLLIN

1. <u>Kimberly Ann Womack</u> a notary pholic in and for the said County, in the state aforesaid, DO HEREBY CERTIFY that <u>Brandon Richardson</u>, per onally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this dry in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the asses and purposes therein set forth.

Given under my hand and official seal, this 11 day of Ar. 11, 1997.



Commission expires 06/04/2000

Kimberly Ann Volum ek Notary public

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORGAGE OR DEED OF TRUST WAS FILED.

Mail Recorded Satisfa

JAMES GERTOS 8646 SOUTH MASSASOIT BURBANK, IL 60459

Prepared By

Pani Watkins

LOAN #: 8433415

Jand further described as: 5LOT 27 IN BLOCK SLOT 27 IN BLOCK 4 IN HIGHLAND'S SUBDIVISION OF THE WEST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED JUNE 7, 1926 AS DOCUMENT NO. 9,299,126 IN COOK COUNTY, ILLINOIS,

P.I.N.#19-32-413-044

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$ 18,900.00 advanced and readvanced from time to time to JAMES GERTOS

or so much thereof as may be

LEIGH ANN GERTOS

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") noted 02/23/96 , plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements that by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, rene will amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You," Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

- (a) TAXES: We will pay all real estate taxes, assessments, water charges and sever tents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.
- (b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Piemis's without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominum or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.
- (c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the peticies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fall or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises, if you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

HELDC - IL Mortgage 10554211 (08/95)

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