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Cook County Recorder 25.50

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

20589 CH

MORTGAGE

Date of this Mortgage: 07/21/98
Final Maturity Date: 07/27/18
Final Balance Due Date: 07/27/18

(FOR RECORDER'S USE ONLY)

TICOR TITLE

THIS MORTGAGE is made on the Date of this Mortgage indicated above by and between DONALD J. VOLPERT AND ELIZABETH M. VOLPERT, AS JOINT TENANTS, Husband and wife

("Mortgagor(s)"), having an address of 5343 N. LUDLAM, CHICAGO, IL 60630 and FLEET HOME EQUITY USA, INC.

("Lender"), having an address of

377 E. BUTTERFIELD ROAD, SUITE 315 LOMBARD, IL 60148

in order to secure payment of that certain Note from Mortgagor(s) to Lender of even date herewith together with all extensions and renewals thereof (collectively, "Note"), which Note has a maturity date that matches the Final Maturity Date indicated above, and all sums due to Lender pursuant to the Note and this Mortgage. Unless applicable law provides otherwise, payments shall be applied first to charges and advances permitted by the Note and this Mortgage, then to interest on the Note, and then to the principal of the Note.

MORTGAGOR(S) mortgage(s) and warrant(s) to Lender to secure the payment of that certain Note of even date herewith in the principal sum of \$ 37,400.00 payable to the order of and delivery to Lender, in and by which Note the Mortgagor(s) promise(s) to pay said principal sum and interest at the rate and installments as provided in said Note(s), with a final payment of the balance due on the date indicated above as Final Balance Due Date, and of all said principal and interest made payable at such place as the holders of the Note may, from time to time, in writing, appoint, and in the absence of such appointment, then at the office address of the Lender indicated above, the following described real estate, having the address of 5343 NORTH LUDLAM, CHICAGO, ILLINOIS 60630

and being more particularly described as follows:

LOT 35 IN RALPH H. BEESELEY'S SUBDIVISION OF LOTS 1 TO 48 INCLUSIVE, IN BLOCK 4 IN A.J. VESEY'S JEFFERSON PARK AND FOREST GLEN ADDITION TO CHICAGO IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

13-09-131-015-0000

P/A: 5343 N. Ludlam, Chicago IL 60630

together with all improvements, now or hereafter erected upon the real property, and all easements, rights, appurtenances and rents (collectively "Property"), hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state.

1. Assignment of Rents. Mortgagor(s) hereby assign(s) to Lender all rents from the Property; however, prior to

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default and acceleration, Mortgagor(s) shall have the right to collect and retain such rents as they come due. In the event of abandonment or default and acceleration, without taking possession, Lender shall be entitled to collect such rents and apply them to the indebtedness secured by this Mortgage.

2. **Warranty of Title.** Mortgagor(s) covenant(s) that Mortgagor(s) is/are lawfully seized of the Property, and Mortgagor(s) warrant(s) and will defend title to the Property against all claims and demands, except for those encumbrances of record.

3. **Prior Encumbrances.** Mortgagor(s) shall pay all taxes, assessments and other charges which may attain priority over this Mortgage, and Mortgagor(s) shall perform all obligations under any Mortgage which has priority over this Mortgage.

4. **Transfer of Property.** Mortgagor(s) shall not transfer all or any part of the Property without Lender's prior written consent, which consent shall be at Lender's sole discretion.

5. **Property Use.** Mortgagor(s) represent(s) and warrant(s) that at no time has the Property been used for hazardous waste production, generation, disposal, storage, and Mortgagor(s) has/have never received any notice of a violation or threat of action for non-compliance with any hazardous waste or environmental law. Mortgagor(s) shall keep the Property in good repair and shall use and occupy the Property in compliance with all applicable laws, ordinances and regulations, including, but not limited to, the Americans with Disabilities Act, and all applicable environmental and hazardous material laws. In the event of any violation of law, Mortgagor(s) shall indemnify Lender for any repair, clean-up cost or other loss or expense due to a failure to comply with any law governing the use of the Property. Mortgagor(s) shall not commit or allow waste on or deterioration of the Property.

6. **Protection of Mortgage.** If Mortgagor(s) fail(s) to satisfy any of Mortgagor(s)' obligations required by this Mortgage, or if any action is commenced which materially affects Lender's interest in the Property, at Lender's option, Lender may make such appearances, take such action and advance such sums, including reasonable attorneys' fees, as necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph shall be secured by this Mortgage and shall be paid by Mortgagor(s), except as prohibited by law, at Lender's discretion upon Lender's demand or pro-rated over the next twelve (12) monthly installments and added to each such monthly installment.

7. **Insurance.** Mortgagor(s) shall keep the Property insured against loss by fire, "extended coverage" perils and such other hazards in amounts and for periods as Lender requires, through insurers approved by Lender. The policies evidencing such insurance must contain a standard mortgage clause naming Lender as loss payee, and Mortgagor(s) must provide Lender with copies of such policies. Mortgagor(s) must promptly notify the insurer and Lender of any loss or damage to the Property. In the event of partial destruction of the Property, the insurance proceeds shall be used to repair the Property unless, in its sole discretion (unless prohibited by law), Lender determines that such proceeds are insufficient to repair the Property completely. In the event of total destruction of the Property, or in the event proceeds are insufficient to repair the Property completely, which said determination shall be made by Lender in its sole discretion (unless prohibited by law), the insurance proceeds shall be applied to the sums secured by this Mortgage, and the remainder, if any, shall be paid to the Mortgagor(s). If the Property is abandoned by Mortgagor(s) or Mortgagor(s) fail(s) to respond to any offer of settlement for thirty (30) days from the date of such notice, Lender may apply the insurance proceeds to restoration of the Property or the sums secured by this Mortgage in Lender's sole discretion.

8. **Condemnation.** The proceeds of any award or claim for damages in connection with any condemnation or other taking of all or part of the Property are hereby assigned and shall be paid to Lender up to the amount secured by this Mortgage, subject to the terms of any prior encumbrance.

9. **Default and Acceleration.** In the event Mortgagor(s) is/are in default of any term, condition or provision of the Note or this Mortgage, prior to accelerating the indebtedness secured by this Mortgage, Lender shall provide Mortgagor(s) with written notice specifying (a) the nature of the default; (b) the action required to cure the default; (c) the date by which such default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property; and (e) any other notice required by state law. If the default is not cured by the date required, at Lender's option and without further demand, Lender may declare all sums secured by this Mortgage to be immediately due and payable and proceed with its remedies, including, but not limited to, sale of the Property as provided herein, and commencement of other legal proceedings against Mortgagor(s).

10. **Remedies.** When the indebtedness secured by this Mortgage shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose upon the lien granted herein. Lender shall be entitled to collect from Mortgagor(s) all expenses of pursuing its remedies, as permitted by state law, including, but not limited to, reasonable attorneys' fees, court costs and the cost of title reports and other evidence.

11. **Reinstatement.** Unless otherwise provided by state law, Mortgagor(s) shall have the right to have Lender's enforcement proceedings discontinued at any time prior to the date of the sale by (a) paying to Lender in cash or certified funds the sum of (i) all amounts which would be due to Lender under the Note and this Mortgage if no default had occurred, and (ii) all of Lender's costs and expenses in pursuing its remedies; (b) curing all other defaults under the Note and this Mortgage; and (c) taking any action which is required to maintain the original priority position of this Mortgage. Otherwise, Mortgagor(s) may redeem its interest as provided by state law.

12. Notice. Except as otherwise required by law, notice shall be given by delivery or regular mail to the address provided in the first paragraph of this Mortgage or any other address designated as provided herein.

13. Waiver of Homestead. Mortgagor(s) waive(s) all rights of homestead exemption in the Property.

14. Successors and Assigns. All covenants, terms and conditions of this Mortgage shall be binding upon and inure to the benefit of the respective successors, assigns, heirs of each party.

15. Miscellaneous. Any waiver or forbearance of the enforcement of any right or remedy of Lender shall not be a waiver of or preclude Lender's right or ability to enforce such right or remedy. This Mortgage shall be governed by the laws of the State of Illinois. If any provision of this Mortgage conflicts with applicable laws or is held to be unenforceable, such conflict or unenforceability shall not affect the other provisions of this Mortgage.

Witness the hand(s) and seal(s) of the Mortgagor(s) the day and year first above written.

PRINT OR TYPE
NAME(S)
BELOW
SIGNATURE(S)

Mortgagor: *Donald J. Volpert* (Seal)
DONALD J. VOLPERT

Mortgagor: *Elizabeth M. Volpert* (Seal)
ELIZABETH M. VOLPERT

Mortgagor: _____ (Seal)

State of Illinois, County of *Cook* ss.,

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *Donald J. Volpert* 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, sealed, and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this *21* day of *July*, in the year *1998*.

Commission Expires: *6-11-02*



Dawn Stanley
Notary Public

This instrument was prepared by (name and address): DANITA Y. HENRY FOR FLEET HOME EQUITY USA

8 EXECUTIVE PARK DR NE SUITE 300, ATLANTA, GA 30328

Mail this instrument to (name and address): FLEET HOME EQUITY USA, INC.

8 EXECUTIVE PARK DR NE SUITE 300, ATLANTA, GA 30328

OR RECORDER'S OFFICE BOX NUMBER: _____

