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Illinois Notary Public Association 1997



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7413/0128 37 001 Page 1 of 2
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Cook County Recorder 23.50

REAL ESTATE MORTGAGE

(For Consumer or Business Mortgage Transactions)

JOSE H NAJERA AND MARIA C NAJERA, HUSBAND AND WIFE, AS
TENANTS IN COMMON

(Mortgagor)

whether one or more mortgages, conveys and warrants to

M&I HOME EQUITY CORPORATION (IL & WI) (Lender)

in consideration of the sum of ****SEVENTY THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS****

Dollars (\$ 60,200.00)

loaned or to be loaned to JOSE H NAJERA

(Borrower, whether one or more)

evidenced by Borrower's note(s) or agreement dated

May 07, 1998

the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 5 on the reverse side, including but not limited to repayment of the sum stated above plus certain future advances made by Lender

Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this State

Recording Area

Name and Return Address

M&I HOME EQUITY CORPORATION (IL & WI)
COLLATERAL DEPARTMENT
401 N EXECUTIVE DR
BROOKFIELD, WI 53005



1. Description of Property. (This Property IS the homestead of Mortgagor.)

13-35-417-011 VOL 375

Parcel Identifier No.

LOT 25 IN DELANATER'S RESUBDIVISION OF LOTS 9, 19, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 13 IN SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- If checked here, description continues or appears on attached sheet.
- If checked here, this Mortgage is a "construction mortgage" under 2.0 ILCS 65/9-313 (l)(c).
- If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and **THAT CERTAIN 1ST MORTGAGE TO NATIONS BANC MORTGAGE CORP.**

3. Escrow. Interest N/A be paid on escrowed funds if an escrow is required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NETCO INC.
115 LaSalle St. 402
CHICAGO, IL 60601

EC166150

Signed and Sealed May 07, 1998

(Date)

(SEAL)

JOSE H NAJERA

(SEAL)

(Type of Organization)

MARIA C NAJERA

(SEAL)

By _____ (SEAL)

By _____ (SEAL)

By _____ (SEAL)

By _____ (SEAL)



This instrument was drafted by

LANA HUEBNER
31931652 / 75228

*Type or print name signed above.

ACKNOWLEDGEMENT

STATE OF ILLINOIS

County of Cook

The foregoing instrument was acknowledged before me on 5-7-98

by JOSE H NAJERA

AND MARIA C NAJERA

(Name(s) of person(s))

as

(Type of authority, e.g., officer, trustee, etc., if any)

of

(Name of party on behalf of whom instrument was executed, if any)

at

on behalf of the

Notary Public, Illinois

My Commission (Expires)(is)

Denna Harvey

ADDITIONAL PROVISIONS

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the last paragraph of this Mortgage, plus interest and charges according to the terms of the promissory note or agreement of borrower by Lender identified on the reverse side, and any additions, renewals or modifications signed by any borrower of such promissory note or agreement, (b) to the extent not prohibited by applicable law (i) any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor primarily for personal, family or household purposes and agreed by document evidencing the transaction to be secured by this Mortgage, and (ii) all other additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, (c) all interest and charges, and (d) to the extent not prohibited by law, all costs and expenses of collection or enforcement (as defined in "Collection"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will enforce this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances created by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be received by this Mortgage, and (d) all other payments received under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 5(d), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against fire and theft by the best, available coverage policy and such other insurance as Lender may require, through insurers approved by Lender, in amounts, subject to-coverage, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise directs in writing, the amount of all claims covering the Property shall be deposited with Lender. Subject to Lender's approval, however, it is to be understood that the insurance agent or broker through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the satisfaction of the Obligations in the inverse order of their maturity (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in satisfaction of the indebtedness secured hereby, all fire, theft, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagor's Covenants. Mortgagor covenants:

- (a) **Secure.** If an order is required by Lender, to pay Lender indicated levels, at such times as Lender designates, to pay when due (i) the estimated annual real-estate taxes and other taxes on the Property, (ii) all property and hazard insurance premiums, (iii) flood insurance premiums, if any, (iv) if payments must under the Obligations be secured by mortgage guaranty insurance, the premiums necessary to pay for such insurance, and (v) other sums agreed to be included in the covenants. Lender may at any time, collect and hold such sums in an amount not to exceed the maximum amount a lender has a legally related coverage may require for such coverage under the Federal Real Estate Settlement Procedures Act of 1974, as amended from time to time. Lender may deduct the amount of payments due on the basis of current data and reasonable estimates of future expenditures of future covered amounts funds or at otherwise required by applicable law. Lender may apply the approved funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Mortgagor shall pay or cause to be paid to Lender's general funds. If the amount funds held by Lender exceed the amount provided to be held by applicable law, Lender shall disburse to Mortgagor or to the secured funds in a manner determined by Lender or as otherwise required by applicable law. If the covered funds held by Lender at any time are not sufficient to pay the entire account then due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law.
- (b) **Maintain and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures.
- (c) **Alarm.** To keep the Property free from fire, (i) circumstances superior to the ten of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Other Mortgages.** To perform all of the terms, obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Assignment.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to come without the prior written consent of Lender and, if such notice to Mortgagor, Lender may deal with any transferee as to his interest in the same estate as with Mortgagor, without in any way discharging the Obligations or the Obligations;
- (g) **Alteration or Removal.** Not to remove, demolish or not alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove or alter, provided the same is promptly replaced with another of at least equal utility;
- (h) **Construction.** To pay to Lender all compensation received or to be received by the holder of the Property, or any part, by condemnation proceeding (including payments to compensation of condemnation proceedings), and all compensation or damages not subject to the Property, or any part. Two compensation shall be limited to such amount as Lender determines in settling of the Property of (i) the Obligations in the inverse order of their maturity (without penalty for prepayment);
- (i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or return the Property and to conduct environmental assessments and audits of the Property;
- (j) **Compliance.** To comply with all laws, ordinances and regulations affecting the Property; and
- (k) **Subordination.** That Lender is subordinated to the lien of any mortgage or security interest discharged, in whole or in part, by the proceeds of the sale(s) or agreement identified on the reverse side.

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, disposed, treated, recycled or disposed of on, under, in or on the Property in a form, quantity or manner which is known to be present on, under, in or about the Property which would require clean-up, removal or some other remedial action, (b) that Mortgagor has no knowledge, after due inquiry, that the Property contains, contains or releases ("Environmental Laws"); (c) that Mortgagor has no knowledge, after due inquiry, that the Property contains, contains or releases, polychlorinated biphenyl compounds (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, fines, or clean-up costs, or any governmental or regulatory action or third-party claims relating to any hazardous substance; (e) that Mortgagor is not subject to any civil or administrative proceeding, judgment, decree, order or claim relating to any hazardous substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold Lender, its directors, officers, employees and agents harmless from all loss, cost (including reasonable attorney's fees and legal charges), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any hazardous substance on, under, in or about the Property, or the transportation of any hazardous substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or order relating to the presence, use, storage, deposit, treatment, recycling or disposal of any hazardous substance on, under, in or about the Property, or the transportation of any hazardous substance to or from the Property, or (iii) the imposition of any governmental or regulatory action or third-party claim involving any hazardous substance. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim involving or threatened in connection with any hazardous substance on, in, under or about the Property.

10. Ability of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including without limitation, giving Mortgagor's name or paying any amount as required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in a document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expiration by Lender to the date of payment by Mortgagor.

11. Benefit, Assignment, Satisfaction. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to exercise or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender such Obligation will become immediately payable in full to Lender or Successor and an opportunity to cure are required by law, or the documents evidencing the Obligation and, in that event, the Obligation will become payable in full. If a default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law, if Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a full and final satisfaction of this Mortgage by direct, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver. Lender may waive any default without releasing any other subsequent or prior default by Mortgagor.

13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance and shall be entitled.

14. Waiver of Subrogation and Redemption. To the extent not prohibited by law, Mortgagor Expressly waives any and all rights of subrogation and redemption with respect to the property.

15. Protection of Property. Mortgagor agrees that upon the occurrence of an event of default, Lender shall be entitled, but is not required, to possession of the Property, without bond, subject to applicable law. Lender shall have all of the rights and privileges of a Mortgagee in possession provided by law, and shall be entitled to reimbursement for reasonable costs, expenses and third party management fees incurred in connection with such possession.

16. Assignment of Rents and Profits. Mortgagor assigns and transfers to Lender, as additional security by the Obligations, all rents which become or hereinafter shall be paid under any agreement or lease for the use or occupancy of any part of all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has the right to collect the rents, issues and profits from the Property, but upon the occurrence of such an event of default, Mortgagor's license to collect is terminated and Lender shall be entitled to such rents, issues and profits and may, after giving Mortgagor any notice and opportunity to perform required by law, notify any or all tenants to pay all such sums directly to Lender. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This assignment includes covenants and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender at the commencement of a foreclosure action) without seeking or obtaining the approval of a receiver.

17. Remedies. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedy of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations if the Mortgagee is entitled to possession of the Property pursuant to applicable law, then upon request of the Mortgagee, the court shall appoint a receiver of the Property (including nonvested interest) designated by Lender without bond, and may empower the receiver to collect the principal of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale and the expiration of the redemption period, if any, and may order the rents, issues and profits, when so collected, to be held and applied as required by law.

18. Foreclosure Without Adversary Judgment. To it, city, can Mortgagor/ agree in certain foreclosure or deed in lieu of foreclosure in Mortgage?

19. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorney fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining the evidence required by Lender in protecting or enforcing its rights under this Mortgage.

20. Severability; Governing Law. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision. The validity, construction and enforcement of this Mortgage are governed by the laws of the State.

21. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage binds Lender, its successors and assigns, and binds Mortgagors and their respective heirs, personal representatives, successors and assigns.

22. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No oral evidence of any nature shall be used to supplement or modify any term.