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Cook County Recorder

27.50

MORTGAGOR(S): E1039557

DANIEL J. GARITI AND KATHLÉEN M. GARITI, HUSBAND AND WIFE



7701 W. HORTENSE CHICAGO, IL

(hereinafter known as "I" or "we"), mortgage, warrant and convey to MORTGAGEE: CHICAGO FIREMAN'S ASSOCIATION CREDIT UNION, (hereinafter known as "you"), to secure payment of debt described below and all the rights, easements, leases, rents, appurtenances and existing and future improvements and fixtures (all called "property") located in Cook County, Illinois.

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LEGAL DESCRIPTION

LOT IN BLOCK 3 IN THOMAS H. HULBERT'S EDISON PARK AT DEVON SUBDIVISION IN THE NORTHWEST 1/4 CF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ENTERCOUNTY XPRESS

PERMANENT TAX INDEX NO: 12-01-102-010
PROPERTY ADDRESS:7701 W. HORTINSE, CHICAGO, IL

TITLE: I (we) covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not due.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and any other documents, incorporated herein. Secured Debt, as used in this Mortgage, includes any amounts I (we) one under this Mortgage, or under any instrument secured by this Mortgage.

This secured debt is evidenced by the HOME EQUITY LINE OF CREDIT AGREEMENT dated the 29th Day of March, 1999 with an interest rate of 8.75%, per annum. All amounts owed under this agreement are secured, even though not all the amounts may yet be advanced. Future advances under the Agreement are contemplated and will be secured and have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on March 29, 2009, if not pan't earlier.

The total unpaid balance under this mortgage, shall not exceed a maximum principal amount of Fifty Thousand and 00/100 Dollars (\$ 50,000.00).

17. RELEASE: When I have paid the secured debt you will discharge this mortgage without charge, I agree to pay all costs to record this mortgage.

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COVENANTS

1. PAYMENTS. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial payment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

CLAIMS AGAINST TITLE. Lwill pay all taxes liens and encumbrances on the property when due and will

TERMS AND COVENANTS: I (we) agree to the terms and covenants contained in this mortgage and in any riders attached hereto, signed by me.

SIGNATURES:

DANIEL J. GARITI

I, JOHN R. RUDDY, a Notary Public, io and for said County, DO HEREBY CERTIFY that DANIEL J. GARITI. and KATHLEEN M. CARITI, his wife, personally known to me to be the same person(s) whose name(s) are (is) subscribed to the foregoing instrument, appeared before me, in person, and acknowledged that he signed, sealed and delivered the said instrument as (his) their free and voluntary act, for the uses and purpose set forth therein.

Given under my hand and official seal this 29th Day of March, 1999

NOTARY PUBLIC

My commission expires 10/15/99

NOTARY PUBLIC, STATE OF My Commission Expires Oct. 15, 1999

This instrument prepared by: John R. Ruddy, 29 S. La Salle St., Chicago, IL

MAIL TO>>>>>>> JOHN R. RUDDY, 29 S. LASALLE #828, CHICAGO, 60603