Cook County Recorder

25.00

**ACCOMMODATION** 



MAIL TO → BOX 352

Satisfaction of Mortgage

VILEDE A S. the indebted

WHEREAS the indebtedness secured by the mortgage described below has been fully paid and satisfied. Charter One Bank F.S.B., successor in interest by merger of St. Paul Federal Bank for Savings, 1215 Superior Avenue, Cleveland, Ohio 44114, owner and holder of the debt hereby certifies that the lien of said mortgage is forever discharged and satisfied.

Loan Number: 9974672549

Original Mortgagor: GARY B. CRC USE AND LINDA M. CROUSE Mailing Address: 1508 IDLEWILD N, HOMEWOOD, IL 60430

Date & Amount of Mortgage: MAY 3, 1993 Amount: \$38,250.00 Recorded in: COOK County State of ILLINOIS

in Volume of Records, on Page, as Document No. 93351827

Date of Recording: MAY 11, 1993

Legal: See Attached

PIN # 32-05-312-028

Property Address: 1508 IDLEWILD, HOMEWOOD, IL 60430

NOW THEREFORE, the Recorder of Clerk of said County is nereby instructed to record this instrument and to cancel, release, and discharge the mortgage of records dated this 31 day or MAY, 2000.

Charter One Bank, F.S.B., successor in interest to: Mont Clare Savings & Loan, Hamilton Savings & Loan, Hanover Wayne Savings & Loan, Blue Island Federal Savings & Loan, Tri City Federal Savings & Loan Association of Lombard fka Tri City Savings & Loan, Elm Financial Services Inc./Elmhurst Federal Savings Bank, Beverly Bancorporation Inc. / Beverly National Bank

OFFICERS OF CHARTER ONE BANK F.S.B.

mes W. Woodard, Vice President

Chester Kapinski, Vice President-

## UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

State of Ohio County of Cuyahoga)

On the 31 day of MAY in the year 2000 before me, the undersigned personally appeared James W. Woodard, Vice President & Chester Kapinski, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribe to the within instrument and acknowledged to me that they executed the same in their capacities, that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument, and that the individual; made such appearance before the undersigned in the City of Cleveland, Ohio. tes.

Coot County Clark's Office

Notary Public 5,

**ALEX BARTLETT** Notary Public, State of Ohio My Commission Expires April 13, 2005

Prepared by & return to: Keith Shields-W - 3<sup>rd</sup> Floor Consumer Lending Charter One Bank, F.S.B. 65 / 75 Erieview Cleveland, OH 44114



## **MORTGAGE**

90351827

THIS MORTGAGE IS DATED MAY 3, 1993, between GARY B. CROUSE and LINDA M. CROUSE, his wife, whose address is 1508 IDLEWILD, HOMEWOOD, IL 60430 (referred to below as "Grantor"); and Beverly Bank Matteson, whose address is 4350 Lincoln Highway, Matteson, IL 60443-2445 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT 68 IN FIRST ADDITION TO CARSON SUBDIVISION, BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF REIGEL ROAD, IN COOK COUNTY, ILLINOIS.

The Real Property of its address is commonly known as 1508 IDLEWILD, HOMEWOOD, IL, IL 60430. The Real Property tax identification number is 32-05-312-028.

Grantor presently assigns to Le ider all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lengar a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following word strall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such trans in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Crount Agreement" mean the revolving line of credit agreement dated May 3, 1993, between Lender and Granton with a credit limit of \$38,250.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The reaturity date of this Mortgage is May 20, 2000. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6,000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index for balances of \$35,000.00 and under and at a rate 0.500 percentage points above the index for balances of \$35,000.01 and above, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 3.900% per annum or more than the lesser of 18.000% per annum or the maximum rate allowed by applicable

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means GARY B. CROUSE and LIND M. CROUSE. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, sech and all of the guarantors, sureties, and accommodation parties in

improvements. The word "Improvements" means and includes without "miration all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and of lar construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, with out limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement truing twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the firms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding

