

Loan # 1001875

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00633125

04/12/01 05:00:01 Page 1 of 4
2000-08-17 12:15:33
Cook County Recorder 27.00

① 7863916

**Release of
Mortgage**

aw



The above space for recorder's use only.

KNOW ALL MEN BY THESE PRESENTS

That **The Northern Trust Company**, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, located at Chicago, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quit claim unto Steven C. Kindra And Martha M. Kindra His Wife of the County of COOK and State of IL, all the right, title, interest, claim or demand whatsoever which said corporation may have acquired in, through or by a certain Mortgage, bearing date of 11/7/1997 and recorded in the Recorder's Office of COOK County, in the State of IL, on 11/20/1997, as Document Number 97873215, in, on or to the premises therein described as follows, to wit:

Property Address: 568 Hill Terrace, Winnetka, IL 60093

See Exhibit "A" Attached Hereto

PIN NO: 05-21-322-013-0000

situated in the County of COOK and State of IL, together with all the appurtenances and privileges thereunto belonging and appertaining.

IN WITNESS WHEREOF

The Northern Trust Company has hereunto caused its corporate name to be set by its authorized officer, this date 8/15/2000

The Northern Trust Company

By: *Raquel Morales*
Raquel Morales

Its: Second Vice President

[See notarizations on attached page]

BOX 333-CTI

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RECORDATION REQUESTED BY:
The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675

00633125

WHEN RECORDED MAIL TO:
The Northern Trust Company
50 South LaSalle Street
Chicago, IL 60675

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

The Northern Trust Company, C. Watkins (BA)
50 South LaSalle Street
Chicago, IL 60675

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the Credit Limit of \$250,000.00.

THIS MORTGAGE dated July 10, 2000, is made and executed between Steven C. Kindra, and Martha M. Kindra, his wife, not as joint tenants or tenants in common but as tenants by the entirety, whose address is 568 Hill Terrace, Winnetka, IL 60093 (referred to below as "Grantor") and The Northern Trust Company, whose address is 50 South LaSalle Street, Chicago, IL 60675 (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, (the "Real Property") located in Cook County, State of Illinois:

PARCEL 1:

THAT PART OF LOTS 5 AND 6 OF WHITMAN'S SUBDIVISION OF PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JULY 10, 1914 AS DOCUMENT 5454153 IN BOOK 130 OF PLATS, PAGE 20, DESCRIBED AS FOLLOWS: THAT PART OF SAID LOT 5 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 5 WHICH POINT IS 25 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 5, MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 5 WHICH POINT IS 37.8 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 5 MEASURED ALONG THE SOUTH LINE THEREOF AND THAT PART OF SAID LOT 6 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 6 WHICH POINT IS 20 FEET EAST OF THE

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MORTGAGE
(Continued)

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NORTHWEST CORNER OF SAID LOT 6 MEASURED ALONG THE NORTH LINE THEREOF; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 6 WHICH POINT IS 44 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 6 MEASURED ALONG THE SOUTH LINE THEREOF;

PARCEL 2:

THE SOUTH 1/2 OF PRIVATE ROAD KNOWN AS HILL TERRACE LYING NORTH OF AND ADJOINING PREMISES ABOVE DESCRIBED IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 568 Hill Terrace, Winnetka, IL 60093. The Real Property tax identification number is 05-21-322-013.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without 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 within 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 terms 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 balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under,

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State of IL

County of Cook

} ss

I, Sandi Kaminski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Raquel Morales a Second Vice President of The Northern Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Second Vice President and personally known to me to be such Second Vice President appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act as such Second Vice President as aforesaid, and as the free and voluntary act of The Northern Trust Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal, this date

8/15/00

My commission expires 3/23/02

Sandi Kaminski
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:

mauto
The Northern Trust Company
50 South LaSalle Street
Chicago, Illinois 60675
Attn: Community Lending B-A

Office of Cook County Clerk's Office