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2001-07-11 10:04:22

Cook County Recorder

25.00



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MAIL TO ➔ BOX 352

### Satisfaction of Mortgage

2629528

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: 9974674645

Original Mortgagor: EMMETT N. MCELROY & CHARLOTTE MCELROY

Mailing Address: 59 OAK VIEW RD., MATTESON IL 60443

Date & Amount of Mortgage: 2/19/94 Amount: \$44,000.00 Recorded in: COOK County State of Illinois in Volume of Records, on Page , as Document No. 94201972

Date of Recording: 3/3/94

Legal: SEE ATTACHED

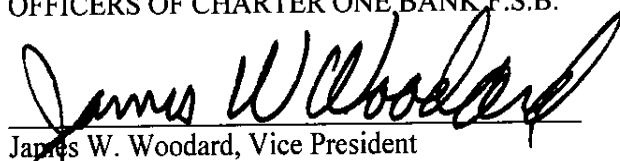
PIN # 31-17-206-002


Property Address: 59 OAKVIEW RD. MATTESON IL 60443

NOW THEREFORE, the Recorder of Clerk of said County is hereby instructed to record this instrument and to cancel, release, and discharge the mortgage of records dated this 7TH day of JUNE, 2001.

**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.

  
James W. Woodard, Vice President

  
Chester Kapinski, Vice President

THIS INSTRUMENT FILED FOR  
RECORD BY FIRST AMERICAN  
EQUITY LOAN SERVICES, INC. AS  
AN ACCOMMODATION ONLY. IT  
HAS NOT BEEN EXAMINED AS TO  
ITS EXECUTION OR AS TO ITS  
EFFECT UPON THE TITLE.

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## UNIFORM FORM CERTIFICATE OF ACKNOWLEDGEMENT

State of Ohio       )  
                              )  
County of Cuyahoga)

On the 7TH day of JUNE in the year 2001 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 subscribed 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 individuals made such appearance before the undersigned in the City of Cleveland, Ohio.

  
Notary Public       **DIANE M. JACKSON**  
Notary Public, State of Ohio, Cuy. Cty.  
My Commission Expires Dec. 18, 2005

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

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Property of Cook County Clerk's Office

LOT 216 IN WOODGATE GREEN UNIT #2 BEING A SUBDIVISION OF PART OF THE NE 1/4 OF SECTION 17 AND PART OF THE NW 1/4 OF SECTION 16 ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED 10/13/1972 AS DOCUMENT #22083598.

The Real Property or its address is commonly known as 59 OAKVIEW RD, MATTESON, IL, IL 60443. The Real Property tax identification number is 31-17-206-002.

Grantor presently assigns to Lender 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 Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms 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 "Credit Agreement" mean the revolving line of credit agreement dated February 19, 1994, between Lender and Grantor with a credit limit of \$44,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is March 5, 2001. 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 law.

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

**Grantor.** The word "Grantor" means EMMETT N MCELROY, SR and CHARLOTTE MCELROY. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other 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, 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

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