

# UNOFFICIAL COPY

MICHAEL E. KOLB

THEODORA T. KOLB

1012 W. KENT AVENUE

PARK RIDGE, IL 60068

**MORTGAGOR**

"I" includes each mortgagor above.

This instrument was prepared by  
(Name) THEODORA GIFFORD/DU PAGE BANK  
(Address) GLEN ELLYN, IL

DUPAGE BANK & TRUST COMPANY  
466 MAIN STREET  
GLEN ELLYN, IL 60137

88509226

**MORTGAGEE**

"You" means the mortgagor, its successors and assigns.

**REAL ESTATE MORTGAGE:** For value received, I, **MICHAEL E. KOLB AND THEODORA T. KOLB, HIS WIFE,** **AS JOINT TENANTS**, mortgage and warrant to you to secure the payment of the secured debt described below, on **10/18/88**, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

**PROPERTY ADDRESS:** **1012 W. KENT AVENUE** **Street** **PARK RIDGE** **City** **Illinois** **60068** **(Zip Code)**

**LEGAL DESCRIPTION:** **LOT 218 IN H. ROY BERRY COMPANY'S DEVON AVENUE HIGHLANDS SUBDIVISION OF LOT 1 IN JOHN BATTCHER ESTATE DIVISION OF THE NORTH FRACTIONAL HALF OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER:** **12-02-109-023-0000**

Property of Cook County Clerks Office  
88509226

located in **COOK** County, Illinois.

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

**SECURED DEBT:** This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

**OPEN END CREDIT PLAN CONTRACT OF OCTOBER 13, 1988, RIGHT OF RESCISSION**

DATED OCTOBER 18, 1988.

**Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated **OCTOBER 18, 1988**, with initial annual interest rate of **11.5%**. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on **10/15/93** if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:  
**SIXTEEN THOUSAND AND NO/100** Dollars (\$ **16,000.00**), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

**Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of the obligation.

A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

**TERMS AND COVENANTS:** I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial  Construction

**SIGNATURES:**

  
**MICHAEL E. KOLB**

  
**THEODORA T. KOLB**

**ACKNOWLEDGMENT: STATE OF ILLINOIS.**

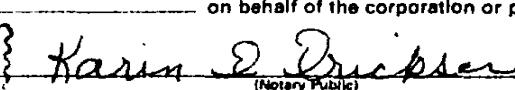
The foregoing instrument was acknowledged before me this **18th** day of **OCTOBER**, 1988  
by **MICHAEL E. KOLB AND THEODORA T. KOLB**

Corporate or  
Partnership  
Acknowledgment

of \_\_\_\_\_  
 a \_\_\_\_\_  
My commission expires:  
(Seal)

(Name of Corporation or Partnership)

on behalf of the corporation or partnership.

  
**Karin D. Driscoll**  
(Notary Public)

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**OFFICIAL C**

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FORM GCP-1 BACKSIDE REVISION DATE 10/87  
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USE OF A CREDIT CARD  
JURISDICTION FOR UNAUTHORIZED

These limitations do not apply if we own or operate the hardware, or if we mailed you the advertisement for the property or service.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the card if it is not within your home state or if not within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

#### *Special Rule for Credit Card Purchases*

If we don't follow these rules, we can't collect the first \$50 of the requested amount, even if your bill was correct.

If you fail to pay the amount that we think you owe, however, it is delinquent, we may tell anyone who has been settled between us when it finally is.

If we find that we are investigating, but you are still obligated to pay the parts of your bill that are not in question, you questions, including finance charges and we can apply any unpaid amount against your credit limit, you do not have to pay any questioned amount.

*If after We Receive Your Written Notice*

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment go to [Stop Payment](#). After you reach us there business days before the automatic payment is scheduled to occur.

- The delta moment of the suspended error
  - Describes the error and explains why you believe there is an error if you are not sure about it.
  - To reduce the error and decrease the error.

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**Notify Us in Case of Errors or Questions About Your Bill**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

YOUR BILLING RIGHTS

Under this agreement, we may use any hardware, program, or data of whatsoever kind, and (c) we may do any of the foregoing, if we do not use a remedy when you default, we can still consider your action as a default in the future.

**CREDIT INFORMATION** You agree to supply us with whatever information we feel are necessary and to give you reasonable time in which to supply the information.

You authorize us to supply us with the information we need to decide whether to continue this plan. We agree to make requests for this information without undue delay, and to give you reasonable time in which to supply the information.

Agreements to supply us with the information we request.

**(DEFAULIT)** You will be in default on this agreement if any of the following occur: (a) you fail to make a payment when due; (b) you don't comply with any duty you owe under this agreement or any agreement you have with us; (c) you fail to make a payment when due; (d) we reasonably feel we will have difficulty collecting any debt you owe under this agreement or any other agreement you have with us.

#### **ADDITIONAL TERMS**