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A/C 9020503

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among

JOHN H. ALBERTS AND JUDITH C. ALBERTS, AS JOINT TENANTS

INITIAL

(herein "Borrower"), and ~~MURKIN COOKING OILS & SAUCES CO., INC.~~ whose address is

11311 CORNELL PARK DR. SUITE 400 89336548
CINCINNATI, OHIO 45242 (herein "Lender")

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages unto Lender and Lender's successors and assigns, the following described properties located in the CITY of CHICAGO County of COOK State of Illinois

LOT 3 IN BLOCK 1 IN THE SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
TAX NO. 25-18-103-003

which has the address of 2211 W. 103RD ST. CHICAGO, IL 60643

Illinois (herein "Property Address").

TO HAVE AND TO HOLD with all right, title and interest, unto Lender and Lender's successors, and assigns, forever, together with all the improvements now or hereafter erected on the property and all fixtures, rights, appurtenances and accreted title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and with all right, title and authority, given herein to Lender to collect and apply such rents, royalties, mineral, oil and gas rights, and profits, water, water rights, and water shock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which including replacement and additions thereto shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing together with said property for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property", as to any property which does not constitute a fee (as such term is defined in the Uniform Commercial Code) (UCC), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such Property which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC).

to secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a Line of Credit Agreement, Note and Disclosure Agreement, not even date herewith in the maximum principal sum of U.S. \$ 39500.00 or so much thereof as may be advanced and outstanding with interest thereon, providing for monthly installments of interest with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable 15 years from the date thereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement. This Mortgage secures and secures future advances which have the priority of the original advance. All advances will be made within 20 years of the date of this Mortgage.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is not encumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivise the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Agreement calls for a "variable interest rate," and that the Lender may prior to the expiration of the term of the Agreement call for future advances thereunder and/or require repayment of the outstanding balance under the Agreement. In this regard, the Agreement provides for the future advances and/or for repayments other than default by the Borrower.

The paragraph of the Line of Credit Agreement, Note and Disclosure entitled "FINANCE CHARGE" provides as follows:

FINANCE CHARGE. We will charge a one time only \$ N/A **Origination Fee.** We will also charge a Daily Rate which will be adjusted as described below. We will multiply the Daily Rate by the Average Daily Balance and the number of days in the billing period to determine the FINANCE CHARGE for each month. We calculate the Average Daily Balance by adding the balances outstanding at the end of each day during the billing period and dividing that amount by the total number of days in the billing period. The balances outstanding at the end of each day reflect transactions charged and payments received during that day. They do not include any unpaid credit life insurance charges. On the first billing statement only the FINANCE CHARGE will also include the Origination Fee. The Origination Fee will not be included in the daily balance on calculating the Average Daily Balance. Under this method of calculating the Average Daily Balance, there is no period in which credit extended may be repaid without incurring FINANCE CHARGE. The FINANCE CHARGE will begin, for the first transaction, today. The FINANCE CHARGE will begin for an Draft advance on the date we honor such Draft. The Daily Rate will never be less than 0.9178 % (7.00 % ANNUAL PERCENTAGE RATE) or more than 14.5205 % (16.50 % ANNUAL PERCENTAGE RATE). Otherwise, the Daily Rate will be tied to the "Prime Rate" as announced from time to time by the Wall Street Journal. Any change in the Daily Rate will be effective beginning at the end of every third billing period. Such change will govern the periods covered by the next three billing period(s). The new Daily Rate will be determined by adding 2.00 % to the Prime Rate in effect on the 25th day of the month in which every third billing period ends and dividing that sum by 300. The Daily Rate for the periods covered by the first three billing period(s) will be 10.50 % This corresponds to an ANNUAL PERCENTAGE RATE OF 10.50 % If this box is checked, the following disclosure in brackets applies: [The initial Daily Rate and ANNUAL PERCENTAGE RATE are not tied to this formula. If they were, the Daily Rate for the first three billing periods would be 0.35616 % This corresponds to an ANNUAL PERCENTAGE RATE OF 13.00 %] The Daily Rate will not be changed more than N/A % (N/A % per year) at any one time. An increase in the Daily Rate may increase the monthly payment. If the term "Prime Rate" comes to have a different meaning than it does today or it is no longer announced by the Wall Street Journal, we have the right to select a comparable index to determine the Daily Rate. The paragraph of the Line of Credit Agreement, Note and Disclosure entitled "CONDITIONS" provides in its entirety as follows:

- (a) we are not to be obligated to make an advance to you if at the time you request an advance
 - (b) we are aware that you are not regularly and consistently receiving or expecting to continue to receive a monthly income equal to or greater than the monthly amount of any that you are now receiving, or
 - (c) we are aware that you have not maintained the insurance on the secured real property as required by our Mortgage or if we receive written notice of a delinquency or that a Notice of Default has been recorded, on any encumbrance senior to our Mortgage, or
 - (d) we are aware that laws or regulations which have or are enacted by the federal or state government or court decisions are considered that prohibit us from making such advances or servicing the Agreement or otherwise impair our rights hereunder.
- Our obligation to make advances to you will terminate and your Line of Credit will terminate if at any time during the term of this Agreement
- (a) we learn that any of you are subject to bankruptcy proceedings, or
 - (b) you are forty five or more days delinquent in the making of any payment due to us hereunder, or
 - (c) we learn that you do not then own the secured real property, or that the property has been materially destroyed, or
 - (d) we learn that a Notice of Federal or State Tax Lien has been filed for record against the secured real property or that any statutory lien superior to our Mortgage has been filed for record against the secured real property, or
 - (e) we have received a written request from any of you to close or restrict your Line of Credit account, or
 - (f) we have given you sixty days prior written notice of our election to terminate your Line of Credit, or
 - (g) we learn that any representation or warranty made by you, as required by this Agreement, was false at the time it was made.

COVENANTS: Borrower and Lender covenant and agree as follows

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due in accordance with the terms of the Agreement, the principal and interest on the indebtedness evidenced by the Agreement together with any late charges or other charges imposed under the Agreement

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24. TAXES. In the event of the passage after the date of the Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisal, valuation, redemption, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the Property and estates comprising the property marshalled upon any foreclosure of lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

26. EXPENSE OF LITIGATION. In any suit to foreclose the line of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Agreement, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Agreement or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.

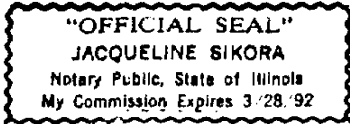
27. CAPTIONS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

28. CONFORMITY WITH LAW. Lender and Borrower intend their relationship to conform to the definition of "revolving credit" set forth in Illinois Revised Statutes, Chapter 17, paragraph 6-05.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Jacqueline Sikora DATE 7/21/89
WITNESS
John H. Alberts DATE 7/21/89
WITNESS

John H. Alberts DATE 7-21-89
JOHN H. ALBERTS
Judith C. Alberts DATE 7-21-89
JUDITH C. ALBERTS



STATE OF ILLINOIS)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21 day of JULY 1989 by JOHN H. ALBERTS AND JUDITH C. ALBERTS

Jacqueline Sikora
Notary Public

My Commission Expires MARCH 28, 1992

This instrument prepared by FORD CONSUMER FINANCE CO., INC.
11311 CORNELL PARK DR. SUITE 400
CINCINNATI, OHIO 45242
~~XXXXXXXX~~ DJR

SEPT-01 RECORDING \$14.00
192222 TRAN 5301 07/24/89 10:18:00
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COOK COUNTY RECORDER

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Notary Office
Boyd

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