

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

**FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.**

90340963

Above Space For Recorder's Use Only

TTV 30378/SHEHRL

KNOW ALL MEN BY THESE PRESENTS,

THAT Sidney Jerome Levy and Mildred Levy

of the County of Cook and State of Illinois, DO HEREBY CERTIFY that a certain Mortgage dated the 1st day of January 1988, made by made by William Levy

to Sidney Jerome Levy and Mildred Levy and recorded as document No. 88104537 in Book \_\_\_\_\_ at page \_\_\_\_\_ in the office of the Recorder of Cook County, in the State of Illinois is, with the notes accompanying it, fully paid, satisfied, released and discharged.

Legal Description of premises:

See Exhibit A attached hereto and made a part hereof.

Permanent Real Estate Index Number(s): 17-16-419-006-1118 Vol. 51 & 17-16-419-007-1121 Vol. 51

Address(es) of premises: Unit 708, 801 S. Plymouth Ct., Chicago, IL 60625

is, with the note or notes accompanying it, fully paid, satisfied, released and discharged.

Witness \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this 2<sup>nd</sup> day of June 19 90

Sidney Jerome Levy (SEAL)  
Mildred Levy (SEAL)

STATE OF Illinois

COUNTY OF \_\_\_\_\_

ss.

13<sup>00</sup>

THE UNDERSIGNED

a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sidney Jerome Levy and Mildred Levy

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he has signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13<sup>th</sup> day of June July, 19 90.

"OFFICIAL SEAL"  
ANN T. TROMBINO  
Notary Public, State of Illinois  
My Commission Expires Aug. 2, 1991

Anna Trombino  
Notary Public

Commission expires  
Mayer, Brown & Platt Attn: Georgia Vlahos  
190 South LaSalle St.,  
Chicago, IL 60603  
Box 407

This instrument was prepared by \_\_\_\_\_ and after recording return to: \_\_\_\_\_  
(NAME AND ADDRESS)

Box 333

90340963

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1990 JUN 17 AM 11:52

80340983

# UNOFFICIAL COPY

EXHIBIT A

## Legal Description

### Parcel 1:

UNIT NUMBER 708 IN 801 SOUTH PLYMOUTH COURT APARTMENT CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 1 AND 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 AND THAT PART OF VACATED SOUTH PLYMOUTH COURT LYING WEST OF AND ADJOINING LOT 1 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1 AFORESAID EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A-2' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26826100 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

### PARCEL 2:

EASEMENT FOR PEDESTRIAN ACCESS AS CREATED BY THE OPERATING COVENANT RECORDED OCTOBER 18, 1983 AS DOCUMENT 26826098 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 26, 1981 AND KNOWN AS TRUST NUMBER 104467 TO SIDNEY JEROME LEVY AND MILDRED BLITT LEVY, HIS WIFE, DATED MAY 20, 1985 AND THE MAY 31, 1985 AS DOCUMENT 85042182 IN COOK COUNTY, ILLINOIS

### PARCEL 3:

UNIT NUMBER P118 IN 801 SOUTH PLYMOUTH COURT GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARTS OF LOTS 1 AND 2 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN AND ADJOINING BLOCKS 127 TO 134, BOTH INCLUSIVE IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 AND THAT PART OF VACATED SOUTH PLYMOUTH COURT LYING WEST OF AND ADJOINING LOT 1 IN BLOCK 1 IN DEARBORN PARK UNIT NUMBER 1 AFORESAID EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'A-2' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26826099 AND AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

### PARCEL 4:

EASEMENT FOR VEHICULAR ACCESS AS CREATED BY THE OPERATING COVENANT RECORDED OCTOBER 18, 1983 AS DOCUMENT 26826098 AND AS CREATED BY DEED FROM LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 26, 1981 AND KNOWN AS TRUST NUMBER 104467 TO SIDNEY JEROME LEVY AND MILDRED BLITT LEVY, HIS WIFE, DATED MAY 20, 1985 AND RECORDED MAY 31, 1985 AS DOCUMENT 85042182, IN COOK COUNTY, ILLINOIS.

90340963

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Account No. 1 - 3943  
Loan No. 160667  
Title No.  
WHEN RECORDED MAIL TO:

UNOFFICIAL COPY FOX 333

Illinois  
2d Mort.

90340964

This document was prepared by  
*Ed Acevedo*  
United Air Lines Employees' Credit Union  
P.O. Box 66100  
Chicago, IL 60666

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END MORTGAGE

15.00

THIS MORTGAGE, ("Security Instrument"), is made June 18, 1990, between GEORGE P. BRACKE AND SHARON R. BRACKE HUSBAND AND WIFE herein called Borrower, whose address is 205 SHERWOOD RD, ELGIN, IL 60120, and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called Lender, whose address is P.O. Box 66100, Chicago, Illinois, 60666.

In order to secure the debts as described below, Borrower, intending to be legally bound hereby, does hereby grant and convey to Lender and Lender's successors and assigns the following property located in COOK County, Illinois described as:

LOT 10 (EXCEPTING THE SOUTHEASTERLY 20 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID LOT) IN SHERWOOD OAKS UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE SECTIONS 20 AND 21, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN# 205 SHERWOOD RD ELGIN IL 60120.

06-20-903-021

TO HAVE AND TO HOLD this property unto the Lender and the Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of this property. All replacement and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record that are listed in the property report obtained by Lender, (collectively, "Permitted Encumbrances"); it being understood and agreed, however, that the recital thereof herein shall not be construed as a revival of any encumbrance which for any reason may have expired. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject only to the Permitted Encumbrances.

THIS SECURITY INSTRUMENT IS MADE TO SECURE TO THE LENDER THE FOLLOWING DEBTS AND OBLIGATIONS:

(1) Performance of each agreement of Borrower incorporated by reference or contained herein, and

(2) Payment of the indebtedness due and to become due under, and performance of the terms, and conditions under a consumer revolving loan agreement entitled "United Air Lines Employees' Credit Union Home Equity Secured Open End Variable Rate Note and Truth-In-Lending Disclosure Statement" (herein "the Note") dated the same date as this Security Instrument, and all modifications, extensions, renewals and reinstatements thereof. The Note contemplates a series of advances, of a revolving nature, to be made, repaid, and re-laid, from time to time, under the terms of the Note with all such advances to be secured by this Security Instrument to the same extent as if such future advances were made on the date of execution of this mortgage. The total outstanding principal balance owing at any time under the Note shall not exceed \$44,000.00 which sum is recited to in the Note as the "Credit Limit". The outstanding principal balance does not include the finance charges, or other cost which may accrue under the Note. The entire indebtedness under the Note, if not paid sooner, is due and payable on June 1, 2000.

(3) The Note provides for an initial interest rate of 11.50%. The Note provides for changes in the interest rate, as follows:

A. Variable Rate.

The Annual Percentage Rate and the corresponding daily periodic rate may increase or decrease when the value of the Index changes or when my method of making payments changes. The Annual Percentage Rate includes only interest and not other charges.

B. Change Dates.

The Annual Percentage Rate may change on the first day of each month beginning August 1, 1990. Each date on which the Annual Percentage Rate could change is called a "Change Date". The new Annual Percentage Rate will become effective on each Change Date and will apply to my unpaid principal balance until the rate is again changed.

C. The Index.

The Index is the highest Prime Rate as published in the Section of The Wall Street Journal. The Current Index for any month is the index value that appears in the issue of The Wall Street Journal published in the preceding month. If the Index becomes unavailable you may choose a new index and adjust the Margin in accordance with federal law. My Annual Percentage Rate will change upon the substitution of the new index and adjustment merely due to the substitution of indices or the adjustment in the Margin. You will notify me of any substitution or adjustment.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 JUL 17 Page 11: 54

90340964

J. 8906763

90340964

UNOFFICIAL COPY

Property of Cook County Clerk's Office