

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Parway Bank & Trust Company  
4800 North Harlem Avenue  
Harwood Heights, IL 60886

WHEN RECORDED MAIL TO:

Parway Bank & Trust Company  
4800 North Harlem Avenue  
Harwood Heights, IL 60886

SEND TAX NOTICES TO:

LISA ROOS  
3916 NEWPORT WAY  
ARLINGTON HEIGHTS, IL 60004



DEPT. OF RECORDING  
12222  
11005  
COOK COUNTY RECORDER

93198052

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MARCH 12, 1993, between LISA ROOS, whose address is 3916 NEWPORT WAY, ARLINGTON HEIGHTS, IL 60004 (referred to below as "Grantor"); and Parway Bank & Trust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60886 (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 utility 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, located in Cook County, State of Illinois (the "Real Property"):

UNIT 7-9-B1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN NEWPORT SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 93-204808, AS AMENDED FROM TIME TO TIME, IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SUBJECT

The Real Property or its address is commonly known as 3916 NEWPORT WAY, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 08-01-270-027-1088.

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 March 12, 1993, between Lender and Grantor with a credit limit of \$10,000.00, together with all amendments, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 8.000% per annum. The interest rate to be applied to any outstanding account balance shall be at a rate 2.000 percentage points above the index for balances of \$25,000.00 and under and at a rate 1.000 percentage points above the index for balances of \$25,000.01 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 15.000% 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 LISA ROOS. 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 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 Mortgage to the same extent as if such future advances were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor as 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 on the total outstanding balance owing at any one time, not including finance charges on such balances 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 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 secure the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balances.

Lender. The word "Lender" means Parway Bank & Trust Company, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. 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:

93198052

23-784

Handwritten signature or initials.



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Waiver of Remedies. Lender shall not be deemed to have waived any rights under the Mortgage (or under the Related Documents) unless Waiver of Remedies is in writing and signed by Lender. No delay or abridgment on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of the Mortgage shall not constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future foreclosure. Whenever consent by Lender is required in the Mortgage, Grantor shall obtain the consent of Lender in writing and shall not constitute a waiver of any rights or obligations under the Mortgage unless the consent is in writing and signed by Lender.

Waiver of Remedies. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Florida as to all indebtedness secured by this Mortgage.

Time is of the Essence. Time is of the essence in the performance of the Mortgage.

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STATE OF ILL.  
COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at Chicago, Illinois, this 1st day of May, 1980.

CLERK OF COURT

STATE OF ILLINOIS  
COUNTY OF COOK  
COURT OF COMMON PLEAS  
IN AND FOR THE COUNTY OF COOK

STATE

COUNTY

IN SENATE  
JANUARY 13, 1980

Property of Cook County Clerk's Office

93198052

8000100

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X LISA MOORE  
HARTWOOD

This Mortgage prepared by: **LAURA SPICER**  
4999 N. HARLEM AVENUE  
HARTWOOD HEIGHTS, IL 60030

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF IL  
COUNTY OF Cook



On this day before me, the undersigned Notary Public, personally appeared **LISA MOORE**, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13<sup>th</sup> day of MARCH, 1998.

By Steve Weismuller Notary Public in and for the State of IL My commission expires 6/7/98

Property of Cook County Clerk's Office

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