

0102-03-0000-100073  
**UNOFFICIAL COPY**  
94486393



**BANK ONE**

**Revolving Credit Mortgage**

This Mortgage made this 12th day of MAY, 1994 between the Mortgagor

WILLIAM P. KELLY AND ROBIN D. KELLY, HUSBAND AND WIFE

and the Mortgagee BANK ONE, CHICAGO, ILL (Mortgagee) whose address is  
P.O. BOX 7070 ROSEMONT ILL 60018-7070  
(Street) (City) (State) (Zip Code)

Mortgagor or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated MAY 12, 1994 as the same may be modified or extended and/or renewed from time to time ("Agreement") which provides among other things that Mortgagee under certain conditions will make loan advances from time to time to Mortgagor or Mortgagee's beneficiary (if applicable) until the last business day of the 120th full calendar month following the date of the Agreement

This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or to be made pursuant to the Agreement from time to time, made after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herewith to protect the security of this Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Agreement. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at any time and which is secured hereby, and not at any time exceed \$ 15,000.00

In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions and/or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereafter defined) for the payment of prior loans, taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagor contained herein and of the Mortgagee or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made either contemporaneously herewith or to be made in the future,

Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK State of ILLINOIS and described as follows:

SEE LEGAL DESCRIPTION ATTACHED

94486393

RECORDING FEE \$25.00  
CHICAGO, ILL 405 N. DEARBORN ST. 60610  
TEL: 312-467-4343 FAX: 312-467-4343  
WWW.BANKONE.COM

Common Address 607 BARBERRY LANE, WHEELING, IL 60090  
Property Tax No 03-09-404-053

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage, and all of the foregoing, together with said property (or the *tenement estate if this Mortgage is on a leasehold*) are herein referred to as the "Property".

Mortgagor covenants that Mortgagee is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagee will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by

CENTRUST MORTGAGE CORPORATION recorded with the Recorder of Deeds MAY 28, 1997

County COOK as Document No 87257785 ("prior mortgage")

- Mortgagor further covenants:
1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagor (and Mortgagee's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.
  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed waste upon said Property.

This instrument prepared by and to be returned to Bank One, CHICAGO, ILL  
Address P.O. BOX 7070  
ROSEMONT, IL 60018-7070  
LOAN OPERATIONS

2550

A 0058201  
COOK COUNTY EXPRESS



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PROPERTY ADDRESS: 607 PARKWAY LANE  
WHEELING, IL. (XXXX)

## LEGAL DESCRIPTION:

PARCEL 1: UNIT NO. 2, BUILDING NUMBER 16, LOT 6 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LAKESIDE VILLAS UNIT 2 CONDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21838975 IN THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION DATED DECEMBER 9, 1971 AND RECORDED DECEMBER 17, 1971 AS DOCUMENT 21751908, AND AS AMENDED BY DOCUMENT DATED MARCH 23, 1972 AND RECORDED MARCH 30, 1972 AS DOCUMENT 21851782 AND FURTHER AMENDED BY DOCUMENT DATED APRIL 25, 1972 AND RECORDED MAY 1, 1972 AS DOCUMENT 21884592 AND AS FURTHER AMENDED BY DOCUMENT DATED MAY 8, 1972 AND RECORDED MAY 15, 1972 AS DOCUMENT 21902197, IN COOK COUNTY, ILLINOIS.

TAXES: 03-09-404-053

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Property of Cook County Clerk's Office

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