

# UNOFFICIAL COPY

DAVID J. STEWART AND JILL O'MAHONY

STEWART, HIS WIFE, IN JOINT TENANCY

The instrument was prepared by  
(Name) KAREN CRICOLA, 14 N. DRYDEN,  
(Address) ARLINGTON HEIGHTS, IL 60004

DOUGLAS SAVINGS BANK  
14 N. DRYDEN  
ARLINGTON HEIGHTS, ILLINOIS 60004

## MORTGAGOR

(I include myself mortgagor above)

## MORTGAGEE

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

**REAL ESTATE MORTGAGE:** For value received I, **DAVID J. STEWART AND JILL O'MAHONY STEWART, HIS WIFE**

mortgage and warrant to you to secure the payment of the secured debt described below on

**JULY 2, 1994**

, the real estate described below and all rights, easements, appurtelements, rents, leases and cording and future improvements and fixtures (all called the "property")

**PROPERTY ADDRESS:** **331 S. HUMPHREY** **DAK PARK** **Illinois** **60302**

(Street)

(City)

(State)

(Zip Code)

## LEGAL DESCRIPTION:

Lot Fifteen (except the North 19 feet thereof) (15); Lot Sixteen (16); the North Thirteen (13) feet of Lot Seventeen (17) in Block Two (2), in the Subdivision of that part of the East Quarter (1/4) of the South West Quarter (1/4) of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the Chicago, Harlem and Batavia Railroad Right-of-Way, in Cook County, Illinois.

**94591135**

**PERMANENT TAX NUMBER:** **16-08-316-020**

• DEPT-01 RECORDING \$23.00  
• T00000 TRAN 8507 07/07/94 12:10:00  
• #8474 C.J. #--94-591135  
COOK COUNTY RECORDER

located in **COOK** County, Illinois

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

**SECURED DEBT:** This mortgage secures topayment 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.)

## **PRIME ADVANTAGE LINE OF CREDIT AGREEMENT DATED JULY 2, 1994**

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

**Revolving credit loan agreement dated **JULY 2, 1994** with initial annual interest rate **8.25****  
All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under this agreement are contemplated and will be secured and will have priority to the same extent as made on the date this mortgage is executed.

The above obligation is due and payable on **JULY 2, 2004** if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of

**FIFTEEN THOUSAND AND 00/100ths dollars (\$ 15,000.00)** 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 that 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 notes described below and signed by me.

Commercial  Construction  Residential

## SIGNATURES:

*David J. Stewart*  
**DAVID J. STEWART**

*Jill O'Mahony Stewart*  
**JILL O'MAHONY STEWART**

## ACKNOWLEDGMENT: STATE OF ILLINOIS

**COOK**

County of

The foregoing instrument was acknowledged before me the **2nd** day of **JULY, 1994**  
by **DAVID J. STEWART AND JILL O'MAHONY STEWART, HIS WIFE, IN JOINT TENANCY**

Individual,

Notary Public  
My commission expires **2/10/01**

**"OFFICIAL SEAL"**  
**ROGER E. MEYERS**

Notary Public, State of Illinois

My Commission Expires 2-5-87 My Notary License No. 429956

State or Corporation or Partnership

on behalf of the corporation or partnership

*Roger Meyers* **① R.B.W.**

**ILLINOIS**

page 1 of 2

# UNOFFICIAL COPY

94591135

Property of  
Cox  
Clerks  
Office

1. **Properties.** I will keep the property in good condition and make it fit for its intended purpose.
2. **Claims against Title.** I will defend the title to the property from and against all persons and claimants who may purport to have an interest in the property which did not arise from the original grant or transfer of the property or from a bona fide purchaser for value without notice of the claim or right of action against the title.
3. **Liens.** I will keep the property in good condition and make it fit for its intended purpose.
4. **Property.** I will keep the property in good condition and make it fit for its intended purpose.
5. **Expenses.** I agree to pay all expenses incurred in the maintenance and repair of the property.
6. **Default and Acceleration.** If I fail to pay any part of the property taxes and other charges due on the property, the property may be sold at public auction by the tax collector or receiver of the money due, and the proceeds of the sale shall be applied first toward the payment of the taxes and other charges due, and the remainder shall be applied toward the payment of the amount due on the property.
7. **Assignment.** I will not assign the property to any person or entity without the written consent of the lender.
8. **Waiver of Homestead.** I waive my right to homestead exemption in the property.
9. **Leasesholders, Contractors and Developers.** I agree to comply with the provisions of any lease under the property.
10. **Authority of Mortgagor to Perform for Mortgagor.** I will perform for the benefit of my heirs, executors, administrators, successors and assigns, my obligation to pay the principal sum and interest thereon, and any other amounts due on the property.
11. **Indemnification.** You may assert the property to protect it from damage or loss. I will indemnify you for any damage or loss.
12. **Condemnation.** I agree to pay to you the amount of any condemnation award for the property.
13. **Waiver of Subrogation.** My insurance company will not have any right to subrogate to the property.
14. **Joint and Several Liability, Co-signers, Successors and Assigns Bound.** All debts under this mortgage are joint and several liability, and each co-signer, successor and assignee of either debt will remain liable for the entire amount of the debt.
15. **Notice.** Notices, demands, notices required by law, or otherwise, may be given in the manner specified above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred, you may sell or transfer your interest in the property without the knowledge or consent of the lender.
17. **Refugee.** When I leave the state or country where I live without the knowledge and consent of the lender, you will discontinue this mortgage without giving me notice or any other notice or record the mortgage.

## Covenants