

# UNOFFICIAL COPY

The Leap Partnership, Inc.

P O Box 640

New Buffalo, MI 49117

Ruth Ann Lowery  
Alliance Banking Company  
500 W. Buffalo, New Buffalo, MI 49117  
(Address)



Alliance Banking Company  
500 W. Buffalo St., PO Box 808  
New Buffalo, MI 49117

## MORTGAGOR

"I" includes each mortgagor above

## MORTGAGEE

"You" means the mortgagee, its successors and assigns

**REAL ESTATE MORTGAGE:** For value received, I, The Leap Partnership, Inc.

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

June 16, 1994

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

**PROPERTY ADDRESS:** 22 W. Hubbard Street

(Street)

Chicago,

(City)

Illinois 60610

(Zip Code)

**LEGAL DESCRIPTION:**

17-09-255-022

Lot 5 and the West 1 and 1/3 Feet of Lot 4 in Wolcott's Addition to Chicago in the East 1/2 of the North East 1/4 of Section 9, Township 39 North, Range 14 East and the Third Principal Meridian, in Cook County, Illinois.

DEPT-A1 RECORDING \$23.50

T#8088 TRAN 2350 09/21/94 11:21:00

#0258 # JB -- 71 824696

COOK COUNTY RECORDER

THIS is a second mortgage and junior to that mortgage filed March 15, 1994 #94234383

94824696

located in Cook County, Illinois.

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

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

\_\_\_\_\_

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

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

The above obligation is due and payable on \_\_\_\_\_ if not paid earlier.

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

**One Million** Dollars (\$1,000,000.00), 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 riders described below and signed by me

Commercial  Construction  \_\_\_\_\_

**SIGNATURES:**

Frederick Smith, President

R. Steven Lutterbach, Secretary

Michigan

**ACKNOWLEDGMENT:** STATE OF KENOSHA

Berrien

County ss:

The foregoing instrument was acknowledged before me this 16th day of June, 1994

by Frederick Smith and R. Steven Lutterbach

President and Secretary

of The Leap Partnership, Inc.

(Title(s))

(Name of Corporation or Partnership)

on behalf of the corporation or partnership.

My commission expires: 11/04/96

Seal:

Ruth Ann Lowery  
(Notary Public)

RUTH ANN LOWERY, NOTARY PUBLIC  
BERRIEN COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES 11-4-96

ILLINOIS

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## Covenants