

BANK ONE

Revolving Credit Mortgage

This Mortgage made this 16th day of March, 1994 between the Mortgagor

WILLIAM D. SEIFERT AND CYNTHIA B. SEIFERT, HUSBAND AND WIFE

and the Mortgagee BANK ONE, CHICAGO, ILL. (*Mortgagee) whose address is

P.O. BOX 7070 (Street) ROSEMONT (City) IL (State) 60018-7070 (Zip Code)

Mortgagor or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated ... 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 the Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Act. 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 shall not at any time exceed \$ 14,000.00

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 hereinafter 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:

LOT 12 IN GOLF VIEW RESUBDIVISION OF LOTS 1 TO 9 IN GOLFVIEW, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

W 639 5007

94103742

Common Address: 1915 FAIRWAY COURT, HOFFMAN ESTATES, IL 60195
Property Tax No: 07-08-212-005

DEPT-01 RECORDING #23.50
100000 TRAN 6390 02/01/94 11116100
04294 9 4-24-103742
COOK COUNTY RECORDER

94103742

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 constitute part of the real property covered by this Mortgage, and all of the foregoing, together with said property (or the landhold estate if this Mortgage is on a leasehold estate herein referred to as the "Property"

Mortgagee 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 proximately due on that certain mortgage held of record by

FIDELITY LOAN SERVICES, INC. recorded with the Recorder of Deeds MARCH 23, 1994

County COOK as Document No 93215240 (*prior mortgage)

Mortgagee further covenants

- 1 To perform all the covenants on the part of Mortgagee to be performed under the provisions of any prior mortgage and upon failure of Mortgagee to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagee (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagee (and Mortgagee's beneficiary, if applicable) plus interest as hereinafter provided, it being specifically understood that although Mortgagee may take such remedial action, Mortgagee'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, ATTN: LOAN OPERATIONS

Handwritten number 2350 and a circular stamp with the number 3.

