

UNOFFICIAL COPY



34103745

BANK ONE

Revolving Credit Mortgage

This Mortgage made this 8TH day of JANUARY, 1994 between the Mortgagee

JERRY W. THOMA AND MARLA K. THOMA, HIS WIFE

and the Mortgagee BANK ONE, CHICAGO, NA (Mortgagee) whose address is

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

Mortgagee or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated JANUARY 8, 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 loans advance on from time to time to Mortgagee or Mortgagee's beneficiary (if applicable) and the end of the monthly billing cycle in which the bill maturity of the opening of the account evidenced by the Agreement occurs and that thereafter the indebtedness due Mortgagee will be repaid in monthly installments of principal and interest, with the balance of said indebtedness if not sooner paid, due and payable to us.

This Mortgage is given to secure the (un)repaid and unpaid obligatory loan advance 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 advance set in accordance herewith to protect the security of this 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 exceed one and \$25,000.00.

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 taxes, with interest thereon, advanced with respect to the Property (as hereinafter defined) for the payment of past and future assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagee contained herein and of the Mortgagee or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made either herein or to be made in the future, Mortgagee 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 548 IN ROBERT PARILLET'S LA GRANGE HIGHLAND UNIT NUMBER 6, A SUBDIVISION IN THE WEST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1950 AS DOCUMENT 1487555, IN COOK COUNTY, ILLINOIS.

Common Address: 5603 LINDEN, LA GRANGE, IL 60525
Property Tax No.: 18-17-106-015

DEPT-01 RECORDING \$23.50
19000 TRAN 6390 02/01/94 11:16:00
44297 * 74-103745
COOK COUNTY RECORDER

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvement, new 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 leasehold estate if this Mortgage is on a leasehold estate) 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 presently due on that certain mortgage held of record by _____

recorded with the Recorder of Deeds

County _____ as Document No. _____ (prior mortgage).

Mortgagee further covenants:

- 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 curative 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.
- 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, NA

Address: P.O. BOX 7070
ROSEMONT, IL 60018-7070

Form No. 210315-02 ATTN: LOAN OPERATIONS

Use only with Form No. 21009

ILLINOIS BANK ONE CORPORATION 1994



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