

# UNOFFICIAL COPY

95150072

MORTGAGE (Illinois)  
(OPEN END)

DEPT-01 RECORDING 225.50  
T0222 TRAN 6023 03/03/95 12:30:00  
44609 & KR \* - 925 - 150072  
COOK COUNTY RECORDER

(Allow Space for Recorder's Use Only)

THIS MORTGAGE SECURES FUTURE ADVANCES ON A VARIABLE RATE LINE OF CREDIT

THIS MORTGAGE made February 28 19 95 between Henry Melin Jr. And Harriette Melin, his wife, as Joint Tenants, heron referred to as "Mortgagors," and National Credit Financial Services Corporation heron referred to as "Mortgagee."

WITNESSETH, that for the purpose of securing the payment of all loans made to Mortgagors, the performance of Mortgagors' other obligations under a Home Equity Line of Credit Agreement (which Agreement is incorporated herein by this reference), by which Mortgagee is obligated to make loans and advances up to 50,000, heronaller referred to as the "Line of Credit," and,

WHEREAS, the Mortgagors are desirous of securing the prompt payment of the initial advance and all future loans and advances made from time to time pursuant to and in accordance with the terms of the aforesaid Agreement,

NOW, THEREFORE, IN CONSIDERATION of such indebtedness and to secure the Agreement, the Mortgagors do hereby grant, bargain, sell and convey unto said Mortgagee, the following described real property situated in the County of Cook State of Illinois, described as follows

(Insert description of mortgaged property)

Land Referred To In This Commitment Is Described As All That Certain Property Situated In Chicago In The County Of Cook, And state Of Illinois And Being Described In A Deed Dated 6/06/90 And recorded 06/07/90, Among The Land Records Of The County And State Set Forth Above, And Referenced As Follows: 90268108

Being More Fully Described As Follows:

See Legal Below

And Also Described as Being

Section: 15 Block: 37 Lot: 14 & 15

The Following Described Real Estate situated In The County Of Cook In The State Of Illinois To-Wit:

lot 46 In The Resubdivision Of Block "R" And Of Lots 14 And 15 In Block "M" Of Morgan Park Washington Heights, In Cook County, Illinois.

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which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily)

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive

Receipt of pages 1, 2 and 3/acknowledged:

*H.M.*  
Mortgagor's Initials

2/28/95  
Date

*H.M.*  
Mortgagor's Initials

2/28/95  
Date

*25/A*

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11. The Mortgagee shall have the right to inspect the premises, at all reasonable times and to make repairs to the premises as in its discretion it may deem necessary for the proper preservation thereof. Access thereto shall be permitted for those purposes.

12. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

13. If Mortgagee collects a mortgage releasing fee at the time this mortgage is signed, Mortgagee agrees that: (a) Mortgagee will not hold the fee in trust, (b) Mortgagee will not keep the fee in an escrow account and Mortgagee will mix the fee with Mortgagee's other funds, (c) Mortgagee will not pay interest on the fee.

14. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby.

15. This mortgage and all provisions hereof shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word Mortgages when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have indicated the Agreement or this mortgage. The word Mortgagee when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Agreement secured hereby.

WITNESS the hand and seal of Mortgages the day and year last above written

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

(SEAL)

*Henry Melin Jr.*  
Henry Melin Jr.

(SEAL)

(SEAL)

*Harriette Melin*  
Harriette Melin

(SEAL)

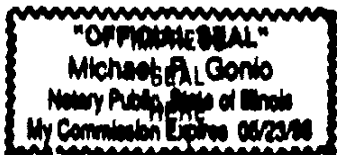
Person signing immediately below signs to subject his or her interest in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead and exemption in the above described real estate. Person signing immediately below is not personally liable.

(SEAL)

State of Illinois, County of Cook

vs.

I, the undersigned, a Notary Public in and for said County,



in the State aforesaid DO HEREBY CERTIFY that Henry Melin Jr. And Harriette Melin, His Wife, As Joint Tenants personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this  
Commission expires May 23

28th

day of

February

19 98

19 98

*Michael A. Gonio*  
Notary Public

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MAIL TO

National Credit  
Financial Services Corporation  
10014 N. Cicero  
Oak Lawn, IL 60453  
Tel. (708) 424-9000  
Fax (708) 424-8176

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