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COOK COUNTY RECORDER

Lawyers Title Insurance Corporation

LTIC T-0128 10/1
Acct. No. 2171866

ORIGINAL

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF PROPERTY.

THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN, as the same may be renewed or extended (the "Mortgage"), is dated as of May 5, 1995, and is made by and among Allen A. Lehew and Randi Merel, his wife as tenants by the entirety who reside at 2031 North Pinetree Drive, Arlington Heights, Illinois, 60004 as the mortgagors, and Merrill Lynch Credit Corporation, a Delaware corporation, whose street address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484, as the mortgagee.

Throughout this Mortgage, "we", "us" and "our" refer to the person or any or all of the persons who sign this Mortgage and, where title to the property described below is held by an Illinois land trust (the "Trust"), includes the Trust where appropriate. "Merrill Lynch" refers to Merrill Lynch Credit Corporation, the mortgagee, or anyone to whom this Mortgage is assigned.

DESCRIPTION OF SECURITY

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By signing this Mortgage, we grant, bargain, sell and convey, warrant and mortgage (unless mortgagor is a Trust, in which event we convey, mortgage and quitclaim) to Merrill Lynch the following described property located in the County of Cook, State of Illinois, subject to the terms of this Mortgage:

Legal description attached hereto and made a part hereof.

This property has the address of 2031 North Pinetree Drive, Arlington Heights, Illinois 60004 and, together with the interests described below relating to this property, is called the "Property" in this Mortgage.

In addition to mortgaging to Merrill Lynch the Property described above, we also mortgage to Merrill Lynch the following interests relating to that Property: (a) all buildings and other structures located on the Property; (b) all rights we may have in any roads and alleys next to the Property or in any minerals, oil and gas rights and profits, water, water rights, and water stock which are a part of the Property; (c) all rents and royalties from the Property and any proceeds from the condemnation of, or insurance payments concerning losses to, the Property; (d) all of the beneficial interest in the Trust, if title to the Property is held in a Trust; and (e) all fixtures now on the Property or later placed on the Property, including replacements of, and additions to, those fixtures. Our mortgage to Merrill Lynch of the rights and interests described above includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Mortgage is a leasehold estate, and we subsequently acquire fee title to the Property subject to the leasehold estate, the rights and interests mortgaged to Merrill Lynch by this Mortgage will include the fee title to the Property that we acquire. As to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which we hereby grant to Merrill Lynch as Secured Party (as such term is defined in the UCC).

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The maximum corresponding (nominal) ANNUAL PERCENTAGE RATE will not exceed 16.50 percent.

(c) **VARIABLE INTEREST RATE.** This Agreement provides that the annual interest rate will change when the Prime Rate changes, which means that an increase or decrease in the annual interest rate will take effect on the day the Prime Rate changes.

If The Wall Street Journal fails to publish a prime rate or a prime rate range for any date or for any day within four (4) days prior to that date, Merrill Lynch will use a substitute index, to be determined at that time, that has an historical movement substantially similar to that of the prime rate published in The Wall Street Journal, and that would result in an annual percentage rate substantially similar to the rate in effect at the time the prime rate published in The Wall Street Journal becomes unavailable.

(b) **PRIME RATE.** The Prime Rate for any date is the "prime rate" published by The Wall Street Journal for that date. If a "prime rate" range is published by The Wall Street Journal, then the highest rate of that range will be used. If The Wall Street Journal does not publish a prime rate or a prime rate range for any date, then the prime rate or the highest rate of the prime rate range published by The Wall Street Journal for the most recent day within four (4) days prior to that date, for which The Wall Street Journal does publish a prime rate or a prime rate range, will be used.

(a) **ANNUAL INTEREST RATE.** The annual interest rate applied to our Outstanding Principal Balance is calculated daily and equals the Prime Rate plus three quarters percent (0.75%).

The paragraph in the Agreement, entitled "Interest," provides, in part, as follows:

We understand that the Agreement calls for a variable interest rate, and that Merrill Lynch may, prior to the end of the term of the Agreement and under certain circumstances specified in the Agreement, cancel its obligation to make future advances, and/or require accelerated repayment of the outstanding balance, under the Agreement. The Agreement provisions below relate to the variable interest rate.

PROVISIONS OF THE AGREEMENT

We further promise that we will neither take nor permit any action to partition or subdivide all or part of the Property, or change in any way the condition of title to all or part of the Property.

We give a general warranty of title to Merrill Lynch, except if the mortgagor is a Trust, in which event this warranty shall not apply. This means that we will be fully responsible for any losses which Merrill Lynch suffers because someone other than us has some of the rights in the Property which we promise that we have. We promise that we will defend our ownership of the Property against any claims of such rights.

We promise that except for the "Exceptions" listed in any title insurance policy which insures Merrill Lynch's rights in the Property: (a) we lawfully own the Property; (b) we have the right to mortgage the Property to Merrill Lynch; and (c) there are no outstanding claims or charges against the Property.

REPRESENTATIONS AND OBLIGATIONS CONCERNING THE PROPERTY

All advances made under the revolving line of credit established by the Agreement shall have the same priority as if made at the time of the execution of this Mortgage.

PRIORITY OF ADVANCES

We have signed this Mortgage to secure (a) the payment to Merrill Lynch of a revolving line of credit debt in the amount of U.S. \$25,000,000, or so much of that debt as may be outstanding, plus all accrued interest, fees and other charges owed under the Merrill Lynch Equity Access® Promissory Note and Agreement, as the same may be renewed or extended (the "Agreement"), relating to this Mortgage; (b) the payment of any amounts advanced by Merrill Lynch to protect the security of this Mortgage, with interest on those amounts; (c) the performance by the persons who signed the Agreement of their obligations under the Agreement; and (d) our performance of our obligations under this Mortgage. The Agreement and this Mortgage, taken together, are called the "Credit Documents."

OBLIGATIONS BEING SECURED

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