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88597504

RECORDATION REQUESTED BY:

Bank One, NA
Bank One Brokered Home Equity
841 Greencrest Drive
Westerville, OH 43081

WHEN RECORDED MAIL TO:

Bank One, NA
BOBHE
P. O. Box 710079
Columbus, OH 43271-0079

.R DEPT-01 RECORDING \$31.50
. T30013 TRAN 5347 07/10/98 14:41:00
. \$1670 + TD *--98--597504
. COOK COUNTY RECORDER



STCI 36727

FOR RECORDER'S USE ONLY

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This Mortgage prepared by: MICHAEL ORCUTT
841 GREENCREST DRIVE
WESTERVILLE, OH. 43081



MORTGAGE

THIS MORTGAGE IS MADE THIS JUNE 8, 1998, between HOWARD D MEYERS and ADRIENNE MEYERS, HUSBAND AND WIFE, whose address is 2005 E SENECA LN, MT PROSPECT, IL 60056 (referred to below as "Grantor"); and Bank One, NA, whose address is Bank One Brokered Home Equity, 841 Greencrest Drive, Westerville, OH 43081 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, all tenant security deposits, utility deposits and all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the improvements, the Personal Property or the Real Property; all rents, issues, profits, revenues, royalties or other benefits of the improvements, the Personal Property or the Real Property; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

PLEASE SEE ATTACHED

The Real Property or its address is commonly known as 2005 E SENECA LN, MT PROSPECT, IL 60056. The Real Property tax identification number is 03 24 408 006 VOL 233. ✓

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Credit Agreement, including without limitation HOWARD D MEYERS and ADRIENNE MEYERS.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated June 8,

98097504

Loan No 4710016546

(Continued)

1998, between Lender and Borrower with a maximum credit limit of \$63,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of the obligations secured by this Mortgage is May 25, 2013. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 2.600 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 19.800% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$63,000.00.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to, or located on, the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS

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STCI 34037

Loan No.: 26284653

KASA

EXHIBIT "A" - LEGAL DESCRIPTION

LCT 8 IN BLOCK 43 IN HOFFMAN ESTATES 3, BEING A SUBDIVISION OF PART OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1956 AS DOCUMENT 16693491, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER: 07-15-304-004

Property of Cook County Clerk's Office

Initials:

JK SK

98597508

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SCHEDULE A
ALTA Commitment
File No.: 1747

STCI 2473

LEGAL DESCRIPTION

Lot 11 in Stoltzner's Arlington Subdivision Unit 2, being a subdivision of the North half of the East half of the West half of the West half of the Northwest quarter of Section 28, Township 42 North, Range 11, East of the Third Principal Meridian.

03-28-117-003 (VOL 233)

Property of Cook County Clerk's Office

20246236

STEWART TITLE GUARANTY
COMPANY

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SCHEDULE A
ALTA Commitment
File No.: 36727

LEGAL DESCRIPTION

Lot 481 in Woodview Manor Unit No. 4, being a subdivision of part of the Southeast 1/4 of Section 24, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

03-24-408-006 VOL 253

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