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FORM 4111

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

1482367

PRESENT PARTIES IN INTEREST:

Frank J. Zacharko
Mary J. R. Zacharko

DATE OF SEARCH:

7:00 PM
3-6-87

RESULT OF SEARCH:

None
None

5-31-90 V.F.

787061

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

IDENTIFIED
No.
SEARCHED
INDEXED
SERIALIZED

Property of Cook County Clerk's Office

NBD

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NBD Arlington Heights Bank
Home Equity Account Revolving Credit Mortgage — Variable Rate

This Mortgage is dated as of May 19, 1990 (and as hereinafter)

3885080

Frank J. Zucharko & Mary R. Zucharko, his wife ("Mortgagor") and NBD Arlington Heights Bank
Arlington Heights, Illinois ("Mortgagee")

Witnesseth:

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note") in principal amount of \$ 10,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to One (1.0 %) percent per annum in excess of the Variable Rate Index used in the Note and this Mortgage. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Money Rates" column as the "Prime Rate" on the last business day of each month for the preceding business day. As used in the Note and this Mortgage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next bill cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from or part of future principal advances the remainder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate index and will notify the Mortgagor of the index selected. Interest after default (defined below) or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to Four (4.0 %) percent per annum in excess of the Variable Rate Index. Mortgagee has the right to prepay all or any part of the accrued unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 15%.

To Be Deleted When This Mortgage Is Not Executed By A Land Trust.

3885080

Mortgagor promises to repay all amounts of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor shall pay to the Bank the amount due in accordance with the payment option selected below.

Monthly payment equal to the accrued interest on the Note.

Monthly payments equal to one sixtieth (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater.

The entire unpaid balance of principal and interests on the Note, if not sooner paid, shall be due and payable on May 19, 1995.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does hereby presents, Convey, Warrant and Mortgage unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of COOK and State of Illinois, legally described as follows:

That part of LOT NINE (9) in Block Four (4) in Hasbrook Subdivision Unit No. 3 hereinafter described, falling within the West Half (1/2) of the Northeast Quarter (1/4) of Section 19.

— In Hasbrook Subdivision Unit No. 3 of part of the Northeast Quarter (1/4) of Section 19, Township #2 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 5, 1938, as Document Number 1816322.

which is referred to herein as the "Premises," together with all improvements, buildings, hereditaments, appurtenances, gas, oil, mineral easements located in, on or over, or under the Premises, and all types and kinds of fixtures, including without limitation, all of the fixtures used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled), all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a part of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6-05. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues, and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a part of the covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that in the event a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avails.

Address: 1521 N. Walnut, Apt. NTS, IL.
PIN: 03-19-208-030

REI TITLE SERVICES # KTS-1555

NOTE IDENTIFIED

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This Mortgage has been made by and for the use of Arlington Heights, Illinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

Witness the hand and seal of Mortgagor the day and year set forth above.

Prepared By:

NBD Arlington Heights Bank
900 East Kensington Road
Arlington Heights, IL 60004

Frank J. Zacharko
Mary R. Zacharko

Not personally, but as Trustee under a Trust Agreement dated

19 and known as Trust No.

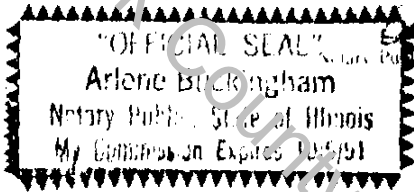
State of Illinois

County of COOK

I, Arlene Buckingham Zacharko & Mary R. Zacharko, his wife, do hereby certify that Frank J. Zacharko & Mary R. Zacharko, his wife, personally known to me to be the same persons whose names are set forth in the foregoing instrument, appeared before me the day in person and acknowledged that they signed and delivered the said instrument as his her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of May 1990

My Commission Expires 10-5-91



State of Illinois

County of

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that of and incorporation (association) personally known to me to be the same persons whose names are set forth in the foregoing instrument or such and respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation (association), as Trustees, for the uses and purposes therein set forth, and the said did also then and there acknowledge this by assent to the corporate seal of said corporation (association) as set forth in the foregoing instrument, as Trustees, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of

My Commission Expires

1990 MAY 31 PM 1:05

CARLETON COUNTY BOARD OF REGISTRATION OF TITLES

3885080

Submitted by
Address
Promised
Deliver certiff. to
Address
Deliver duplicate Trust
Deed to
Address
Notified

R. E. I. NEFF

REAL ESTATE INDEX GROUP
1877 Ridge Avenue
Evanston, IL 60201

RTS-1555

Handwritten notes and numbers: 3885080, 1486, 1487

