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This Mortgage is made on December 13, 1993, between the Mortgagor(s), David L. Robertson and June P. Robertson, his wife, 940 Hiawatha Dr Elgin IL 60120, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 6087.

(A) Definitions.

- (1) The words "borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
(2) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
(3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future.

(B) Security. You owe the Bank the principal sum of \$ 14,000.00 or the aggregate unpaid amount of all loans and disbursements made by the Bank to you pursuant to a Home Equity Credit Agreement and Disclosure Statement or Installment Loan and Security Agreement ("Agreement") dated Dec 13, 1993, which is incorporated herein by reference. Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by that Agreement.

R12-1056-4

Lot 328 in Lord's park manor unit 10 being a Subdivision of part of Lot 2 of Circuit Court Partition of Section 6 and 7, Township 41 North, Range 9 East of the Third Principal Meridian in the City of Elgin, Cook County, Illinois described as:

Permanent Index No. 96-07-117-022
Property Address 940 Hiawatha Dr Elgin IL 60120

(C) Borrower's Promises.

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all covenants of the loan agreement and/or this Mortgage.
(2) Pay all taxes, assessments and liens that are assessed against the Property when they are due.
(3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent.
(4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
(5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us.
(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

(D) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(E) Default. If you do not keep the promises you made in this Mortgage, or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the Definitions, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your Agreement.

(F) Due on Sale. If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.

(G) Eminent Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.

(H) Waiver of Homestead Right. You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

(I) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" as defined in Ill. Rev. Stat., Ch. 17, para. 6405. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat., Ch. 17, para. 7001, et. seq. Upon or at any time after the filing of a complaint to foreclose this mortgage, we shall be entitled to enter upon, take possession of and manage the Property and collect rents in person, by agent or by judicially appointed receiver without notice and before or after any judicial sale. You agree to pay all of our fees including attorney's fees, receiver's fees and court costs upon the filing of a foreclosure complaint.

By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses: X Barbara Keenan

Print Name: BARBARA KEENAN

X Marshall L Myers

Print Name: MARSHALL L MYERS

X David L Robertson Mortgagor

X June P. Robertson Mortgagor

STATE OF ILLINOIS Illinois)
COUNTY OF DeKalb)

I, Joel Redenius, a notary public in and for the above county and state, certify that David L & June Robertson personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act for the use and purposes therein set forth.

Drafted by: Joel Redenius
NBD Bank
500 N Shady Oaks Dr
Elgin IL 60120

Subscribed and sworn to before me this 13 day of December 1993

X Notary Public, DEKALB County, Illinois
My Commission Expires:

When recorded, return to:
Consumer Loan Operations
600 Meacham Ste 305
Schaumburg, IL 60196

DEPT-01 RECORDING \$23.50
T#0011 TRAN 8970 12/21/93 15:04:00
#7564 * -03-048476
COOK COUNTY RECORDER



03048458

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Property of Cook County Clerk's Office

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