

UNOFFICIAL COPY

This Mortgage is made on December 17, 1993, between the Mortgagor(s), George M. Vanchuk and Elizabeth M. Vanchuk, his wife, in joint tenancy whose address is 729 McCarthy Street, Lamont, IL 60439 and the Mortgagee, NBD Bank, whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

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(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. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Security. You owe the Bank the principal sum of \$40,000.00 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 December 17, 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. As security for all payments due to us under that Agreement, including all future advances made within 20 years from the date hereof and all extensions, amendments, renewals, modifications of that Agreement, not to exceed the maximum principal sum of \$40,000.00, all of which future advances shall have the same priority as the original loan, you convey, mortgage and warrant to us subject to liens of record, the Property located in the Village of Lamont, Cook County, Illinois described as:

The North 1/2 of Lot 31 and all of Lot 32 in Block B in McCarthy and Houston's addition to Jasnegora, a Subdivision of the East 1/2 of the North East 1/4 of Section 29, and part of the South East 1/4 of Section 20, Township 37 North, Range 11, East of the Third Principal Meridian, according to the Plat Thereof Recorded April 15, 1992, as Document No. 1645338, in Cook County, Illinois.

Permanent Index No. 22-29-222-076
Property Address 729 McCarthy Street, Lamont, Illinois 60439

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties 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, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
(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.
(7) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property.
(8) 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.
(9) 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.
(10) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time.

RE TITLE SERVICES 12-19-93

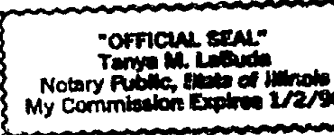
By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses: X Judy Culcasi
Print Name: Judy Culcasi
X Judy Culcasi
Print Name: Judy Culcasi

X George M. Vanchuk
Mortgagor George M. Vanchuk
X Elizabeth M. Vanchuk
Mortgagor Elizabeth M. Vanchuk

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STATE OF ILLINOIS COUNTY OF Cook I, the undersigned, a notary public in and for the above county and state, certify that George M. & Elizabeth M. Vanchuk, 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.



Subscribed and sworn to before me this 17th day of December, 1993. Tanya M. LaBuda, Notary Public, County, Illinois. My Commission Expires:

Drafted by: Jeanna Fish, NBD Bank, 1200 S. State Street, Lamont, IL 60439

When recorded, return to: Tanya LaBuda, NBD Bank, 1200 S. State Street, Lamont, IL 60439

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DEPT-01 RECORDING *****\$23.50
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COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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