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This Mortgage is made on November 15, 1994, between the Mortgagor(s), Gary D. Clark and Barbara A. Clark, his wife, whose address is 818 S. Chester, Park Ridge, IL 60068 and the Mortgagee, NBD Bank, whose address is 211 So. Wheaton Ave., Wheaton, IL 60187

(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 \$ 57,000.00 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 November 15, 1994 which is incorporated herein by reference.

As security for all amounts 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 \$ 57,000.00 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 City of Park Ridge Cook County, Illinois described as: Lot one (1) in the subdivision of block four (4) in Shannon and Canfield's subdivision of part of the east half (1/2) of the southwest quarter (1/4) of Section 35, Township 41 north, range 12, east of the third principal meridian, according to the plat thereof recorded on February 5, 1926 as Document 9171175 in Cook County, Illinois.

Permanent Index No. 09-35-09-005
Property Address 818 S. Chester, Park Ridge, IL 60068

DEPT-01 RECORDING \$25.00
T90000 TRAN 0237 12/09/94 10:20:00
\$9631 CJ \*-04-027523
COOK-COUNTY-RECORDER

(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 for 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.

(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.

(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.

(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 Default, Remedies on Default, and/or Reducing the Credit Limit paragraph, or as otherwise provided by applicable law.

(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.

(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.

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

Witnesses:
X \_\_\_\_\_
Print Name: \_\_\_\_\_
X \_\_\_\_\_
Print Name: \_\_\_\_\_

X \_\_\_\_\_ Mortgagee Gary D. Clark
X \_\_\_\_\_ Mortgagee Barbara A. Clark

STATE OF ILLINOIS
COUNTY OF Cook
I, FRANCIS R. ALTHEIMER, a notary public in and for the above county and state, certify that Gary D. Clark and Barbara A. Clark, his wife, personally known to me to be the same person whose name is/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 15th day of November, 1994.
Notary Public FRANCIS R. ALTHEIMER, County, Illinois
My Commission Expires Post o. State of Illinois
My Commission Expires 4/3/98

Drafted by:

BOX 169

NBD Consumer Loan Operations Center
600 N. Meacham Rd.
Schaumburg, IL 60196

RETITLE GUARANTY CHECK # 74834 181

04027523

25.00

25.00

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Property of Cook County Clerk's Office

COOK COUNTY CLERK  
1001 S. WASHINGTON ST.  
CHICAGO, ILL. 60607  
TEL: 312-603-4000

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