



04033239

This Mortgage is made on December 9, 1994

between (the Mortgagor(s))

Charles E. T. Shab and Zuzumara T. Shab, his wife,
2123 N. Tripp Ave., Chicago, IL 60639

whose address is

and the Mortgagee NBD Skokie Bank, N.A.

and the Mortgagee's association whose address is 8001 Lincoln Ave., Skokie, IL 60077

(A) Definitions

- 1. The word "Mortgage" means the Mortgage Document and all instruments which comply with the provisions of the Illinois Mortgage and Security Act.
- 2. The word "Mortgagor" means the Mortgagor(s) as defined in the Mortgage Document.
- 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 else that has been or will be 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 real and/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 loan the principal amount of \$ 104,900.00 of the aggregate unpaid amount of all loans and disbursements made by the Bank in compliance with Home Equity Credit Agreement and Disclosure Statement or Installment Loan and Security Agreement ("Agreement") dated December 9, 1994 which is incorporated herein by reference. Interest on the outstanding principal shall be calculated on a fixed or variable rate as determined by that Agreement. As security for all amounts due to us under that Agreement, including all future advances made within 30 years from the date hereof and all extensions, amendments, renewals, modifications of that Agreement, not to exceed the maximum principal sum of \$ 104,900.00, 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 Chicago, Cook County, Illinois described as:

Lot 15 in Block 2 in Hartley's Addition to Fenwick Subdivision of the East 1/2 of the South West 1/4 of the North East 1/4 of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING 925.50
137777 IRAN 1692 12/14/94 13:26:00
28116 \$ DW # 04-04-045239
COOK COUNTY RECORDER

Permanent Index No. 13-34-220-014
Property Address 2123 Tripp Ave., Chicago, IL 60639

- (C) Borrower's Promises. You promise to:
 - 1. Pay all taxes, special assessments, and other charges against the Property when they are due. If you do not pay the taxes, assessments, or charges, we do pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
 - 2. Not record any mortgage, security agreement, assignment of leases and rents, or other agreement granting a lien against your interest in the property without our prior written consent, and then record the document granting that lien expressly so that it may be subject to the lien of this Mortgage.
 - 3. Keep the Property in good repair, and not damage, destroy or substantially change the Property.
 - 4. Keep the Property insured against loss or damage caused by fire or other hazards with an amount of insurance acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of the loan. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may do so and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the loan agreement. Any proceeds of the insurance policy may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
 - 5. Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.
- (D) Environmental Condition. You will not cause or permit the presence, use, disposal or release of any hazardous substance on or in the Property. You shall not be allowed to allow the use of 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 investigation 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 comply with the promises you make in this Mortgage or 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 set forth in your Agreement, including, but not limited to, those stated in the Default Remedies or Default and Remedies of the First Lending paragraph, or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment of it, we will exercise the power and authority to sell the property and other proceeds 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 any 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 law of the State of Illinois.
- (I) Other Terms. You do not give up any of our rights by delaying or failing to release them at any time. Our rights under this 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 or require remediation 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 5 Ill. Rev. Stat. Ch. 17, para. 6015. The revolving credit line shall be governed by and controlled in accordance with the Illinois Financial Services Development Act, Ill. Rev. Stat. Ch. 17, para. 7011 et seq. prior to 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 up to the filing of a foreclosure complaint.

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

FILED IN 11/14/94

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