



UNOFFICIAL COPY

This Mortgage is made on June 3, 1993 between the Mortgagee, Michael S. Paleczny and Kathryn Ann Peterson, Husband and Wife, 1034 Briarwood Lane, Northbrook, IL, 60062 whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187 *N/K/A Kathryn A. Petersen-Paleczny and the Mortgagee, NBD Bank.

(A) Definitions.

- (1) The words "borrower", "you" or "yours" mean each Mortgagee, 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 \$ 70,000.00 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 June 3, 1993 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 \$ 70,000.00 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 Northbrook Cook County, Illinois described as LOT 21 IN BLOCK 2 IN NORTHBROOK HIGHLANDS UNIT 1, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 04-09-203-021
Property Address 1034 Briarwood Lane, Northbrook, IL 60062

DEPT-01 RECORDING 023-50
T35555 19AM 0511 06/03/93 14105110
30012 2 04-09-203-021 383096
COUNTY CLERK'S OFFICE RECORDER

- (C) Borrower's Promises. You promise to:
(1) Pay all amounts when due under your Agreement including penalties and interest on delinquencies of the loan agreement and on this Mortgage.
(2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them for you, 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.
(3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting claim 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. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. 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. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
(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. 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.
(8) 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 or all of the remedies or remedies stated in your Agreement, including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Debt Limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding debt and demand payment in full, you give us the power and authority to sell the property according to the procedures allowed by law. The proceeds of any sale shall 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.
(9) 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.
(10) Eminent Domain. Notwithstanding any law to the contrary, under the power of eminent domain, we shall continue to pay the debt in accordance with the terms of the Agreement until we receive the amount that has been actually received by us. By signing this Mortgage, you assign the entire proceeds of any award of payment and any interest to us.

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

Witnesses
X Michael S. Paleczny Mortgage
X Kathryn Ann Peterson Mortgage
Print Name: Kathryn Ann Peterson
*N/K/A Kathryn A. Petersen-Paleczny

STATE OF ILLINOIS)
COUNTY OF Lake)
I, the undersigned, a notary public in and for the above county and state, certify that Michael S. Paleczny and Kathryn Ann Peterson 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. *N/K/A Kathryn A. Petersen-Paleczny

OFFICIAL SEAL
Steven P. Benninger, Notary Public
Lake County, State of Illinois
My Commission Expires 4/1/95

Drafted by L. Meyers
NBD Bank
513 Central Avenue
Highland Park, IL 60035

Subscribed and sworn to before me this 3rd day of June 1993
Notary Public,
My Commission Expires: 4-1-95

When needed, return to: Dede Lochette
NBD HIGHLAND PARK BANK, N.A.
513 Central Avenue
Highland Park, Illinois 60035



Property of Cook County Clerk's Office

98158096

2008-01-11